

**AMENDMENT NO. 3 TO LEASE NO. 17566
PARCEL NO. 130 – MARINA DEL REY
(LEASE NO. 17566)**

THIS AMENDMENT TO LEASE (“**Amendment No. 3**” or “**Amendment**”) is made and entered into this 12th day of July, 2022.

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as “County,”**

AND

**CAH MARINA I, LLC, a California limited
liability company, hereinafter referred to as
“Lessee.”**

RECITALS:

WHEREAS, County and Lessee’s predecessor-in-interest entered into Lease No. 17566, dated December 8, 1970, as amended, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 130, which leasehold premises (the “**Premises**”) are more particularly described in **Exhibit “A”** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the “**Lease**”).

WHEREAS, County and Lessee desire to enter into this Amendment No. 3 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

WHEREAS, County and Lessee desire to extend the Term of the Lease and to work collaboratively to advance the County’s equity and inclusion goals during the Lease Term.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Amendment Conditions.** This Amendment shall be conditioned upon the consummation of the assignment by the current lessee under the Lease, TEASERS MDR, LLC, a California limited liability company, of its leasehold interest, to Lessee (the “**Assignment**”), and upon the County’s written consent to the Assignment, in the form attached as **Exhibit “B”** hereto (the “**Consent**”) and incorporated herein by this reference. This Amendment shall be effective on the date (the “**Effective Date**”) on which said Consent is executed by the Board of Supervisors of Los Angeles County.

3. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term by an additional three (3) years (the “**Extension**”), so that the Term shall hereby be extended to July 31, 2025. For the avoidance of doubt, said extension will not result in an extension of the Term beyond the ninety-nine (99) year limit imposed by California Government Code Section 37396(a). Notwithstanding the foregoing, nothing in this Section 2 or in this Amendment shall be construed to obligate the County to further extend the Lease.

4. **Additional Extensions.** The Director of the Department of Beaches and Harbors (the “Department”) of the County (“Director”) may, in Director’s reasonable discretion, extend the Term for up to two (2) additional one (1) year periods upon receipt of written notice from Lessee at least ninety (90) days prior to the expiration of the then Term.

5. **Additional Lease Terms.** Section 1 of the Lease is hereby amended by adding after the definition of the term “Engineer” the following:

“The words “Hospitality Operators” include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

“Labor Peace Agreement” means a written agreement between a hospitality operator and a labor organization that contains a provision prohibiting a labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the hospitality operations in which the County has a proprietary interest.”

6. **Labor Peace Agreements.** By no later than August 1, 2022, Lessee shall require any Hospitality Operator with employees operating the restaurant at the Premises (as applicable, the “**Restaurant Operator**”) to enter into a Labor Peace Agreement with the relevant labor unions, subject to County’s approval, as described in this Section 3. In compliance with the County’s Labor Peace Agreements Policy (“**POLICY**”), Lessee represents and warrants that it shall (a) ensure that there is an executed Labor Peace Agreement with any labor organization(s) representing or seeking to represent the employees of any Hospitality Operator(s) (any “Hospitality Operator(s),” as defined under the County’s Policy, operating on County owned or County managed real property, and whether the Hospitality Operator(s) contracts directly with the County or the County’s lessee, licensee, or concessionaire) at the premises covered by this Agreement; (b) the Lessee or Hospitality Operator(s) shall have submitted to the County of Los Angeles a copy of evidence of such Labor Peace Agreement, executed by all parties; and (c) such Labor Peace Agreement shall prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Hospitality Operator(s) at County-owned, operated, or managed sites for the duration of this Agreement. Lessee acknowledges that it is a material term of this Agreement that the Restaurant Operator enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, and that it would be impracticable and extremely difficult to fix the actual damages for a breach of

this provision. It is therefore agreed that if, for any reason whatsoever, the Restaurant Operator fails to enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, then County may terminate this Agreement for default by giving written notice of such termination to Lessee, which notice shall be effective thirty (30) days thereafter.

7. **Policy of Equity.** Lessee hereby agrees to cooperate with the County to advance the County's adopted equity and inclusion programs and policies.

8. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

9. **Miscellaneous.**

9.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

9.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

9.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

9.4 **No Waiver.** Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

9.5 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

9.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior

agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

9.7 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

9.8 Further Assurances. At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

9.9 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

9.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

9.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and

National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 13 as of the date first set forth above.

CAH MARINA I, LLC,
a California limited liability company

By: *Jackie Levin*, its Chief Financial Officer



THE COUNTY OF LOS ANGELES

By: *Holly J. Mitchell*
HOLLY J. MITCHELL,
Chair, Board of Supervisors

ACKNOWLEDGED:

TEASERS MDR, INC.
(formerly registered as Teasers MDR, LLC)

By: _____, its

By: _____, its

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: *[Signature]*, Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 TH OF JUL 12 2022

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*, Deputy

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 13 as of the date first set forth above.

CAH MARINA I, LLC,
a California limited liability company

By: _____
_____, Its _____



THE COUNTY OF LOS ANGELES

By: Holly Mitchell
HOLLY J. MITCHELL,
Chair, Board of Supervisors

ACKNOWLEDGED:

TEASERS MDR, INC.
(formerly registered as Teasers MDR, LLC)

By: Tony Palermo
Tony Palermo, Its P.C.S.,

By: _____
_____, its _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 OF JUL 12 2022

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

CELIA ZAVALA,
Executive Officer-Clerk of the
Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By:  _____
Deputy