

NOTICE OF AMENDMENT TO LEASE

TO WHOM IT MAY CONCERN:

Please take notice that on the 3rd day of April, 19864,  
the County of Los Angeles, as Lessor and Del Rey Restaurant, a  
California corporation

as Lessee of the following described parcel or parcels of land and  
water situated within the Marina del Rey Small Craft Harbor of the  
County of Los Angeles, State of California, hereinafter sometimes  
referred to as Parcel or Parcels Number sixty-one (61)  
legally described in exhibit "A" attached hereto and incorporated  
herein, did enter into an agreement amending that certain indenture  
of lease dated December 19, 1961 .

Said original indenture and said agreement of amendment are on  
file in the official files of the Clerk of the Board of Supervisors  
of the County of Los Angeles.

County of Los Angeles  
Department of Small Craft Harbors

By \_\_\_\_\_  
Harbor Controller

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_,  
before me GORDON T. NESVIG, Clerk of the Board of Supervisors of  
the County of Los Angeles, State of California, residing therein,  
duly commissioned and sworn, personally appeared LEO BIALIS, known  
to me to be the Harbor Controller of the Department of Small Craft  
Harbors of the County of Los Angeles and the person who executed  
the within instrument on behalf of the County therein named, and  
acknowledged to me that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal the day and year of  
this certificate first above written.

GORDON T. NESVIG, Clerk of the Board of Supervisors

By \_\_\_\_\_ Deputy

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AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 3rd day  
of APRIL, 1964, by and between the County  
of Los Angeles hereinafter referred to as "County" and Del Rey  
Restaurant, a California corporation

hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the nineteenth  
day of December, 1961, entered into a lease of  
premises, commonly referred to as Parcel(s) No. 61, Marina  
del Rey, consisting of a total of 58,550 square feet and  
situated in the Marina del Rey Small Craft Harbor of the County of Los  
Angeles, State of California, more particularly described in Exhibit  
"A" attached hereto and incorporated herein, and;

WHEREAS, the Board of Supervisors on the twenty-fifth day of  
February, 1964, adopted a resolution authorizing certain amendments to  
the provisions of the said lease;

NOW, THEREFORE, in consideration of the mutual promises and  
covenants of each of the parties hereto, it is hereby agreed as follows:

1. SECTION 14 OR SECTION 14-1/2 (WHICHEVER IS APPLICABLE)  
(RENT RENEGOTIATION TO MEET LEGAL REQUIREMENTS) IS HEREBY  
DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED:

Section 504 of the Bond Resolution described in Section 46 of  
this Lease requires that each Lease provide that the square foot ren-  
tals and percentage rentals be subject to increase if and when the  
Board of Supervisors shall find and determine that such increase is  
required to permit the County to meet its obligations under the terms  
of said Bond Resolution.

In the event that the Board of Supervisors determines that it  
is required to increase rentals to meet its obligations under the  
Bond Resolution, it may increase the square foot rentals and percent-  
age rentals provided for in this Lease to the extent required to meet

APPROVED BY BOARD OF SUPERVISORS

FEB 25 1964

*C. T. Nesvig* - Gordon T. Nesvig

said obligations, except that the Lessee shall bear no more than his proportionate share of the total increase required to meet said obligations as reasonably determined by the Director, and, in any event, the amount of any such increase shall not exceed ten per cent (10%) of the previously existing square foot rentals and percentage rentals. Rental increases under this section shall not be made during the first five (5) years of the term hereof nor more often than every ten (10) years thereafter.

2. SECTION 48 (MULTI-FAMILY PROJECT AND FEDERAL HOUSING ADMINISTRATION FINANCING REQUIREMENTS) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED:

48. FEDERAL HOUSING ADMINISTRATION FINANCING REQUIREMENTS.

Upon any default under this lease, where the leasehold is subject to a mortgage or trust deed insured, reinsured or held by the Federal Housing Commissioner, County shall give mortgagee and the Federal Housing Commissioner notice in writing, and the mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right at any time within six (6) months from the date of such notice to correct the default and reinstate the lease, or, if County declares the lease forfeited and secures possession of the leased premises, the mortgagee or the Federal Housing Commissioner within six (6) months of such forfeiture and securing of possession may elect to request and receive a new lease running to mortgagee or Federal Housing Commissioner, their successors and assigns, having the same provisions and conditions as this lease and having a term equal to the remaining term of this lease, except that the Federal Housing Commissioner's liability for ground rental shall not extend beyond his occupancy thereunder, the County to deliver possession of the property immediately upon the execution of such new lease, and the mortgagee or Federal Housing Commissioner to pay to County the amount of ground rentals due under this lease less any net rentals or other income which County may have received during the time it may have been in possession of the property.

County may accept in lieu of the performance and payment bonds required by this lease, the bond required by the Federal Housing Commissioner in connection with construction of a project financed with an FHA insured loan, if County finds such bonds to be satisfactory as to form and amount and County is made a co-obligee on such bond.

In lieu of the requirements for hazard insurance in this lease, County may accept hazard insurance as required by the Federal Housing Commissioner, if the terms of such insurance are satisfactory to County, and the County is included as an insured under the policy as its interests may appear.

3. All other terms and conditions and covenants to the said Lease are to remain unchanged.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed the same the day and year first hereinabove written.

Dated April 3 1964.

DEL REY RESTAURANT CORPORATION

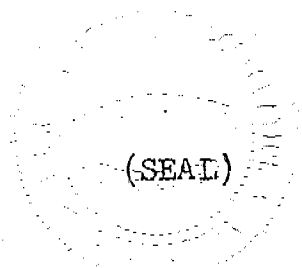
By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

David C. [Signature]  
President

David [Signature]  
Secretary



(SEAL)

(SEAL)

GORDON T. NESVIG

Clerk of the Board  
of Supervisors

By WINIFRED BERNSTEIN  
Deputy

APPROVED AS TO FORM:

HAROLD W. KENNEDY  
County Counsel

By James A. Johnson  
Deputy

THE COUNTY OF LOS ANGELES

By WARREN M. DORN  
Chairman of its Board of  
Supervisors

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 61

All that real property in the County of Los Angeles, State of California, shown as Parcels 882 and 883, on the map attached to and recorded with the Resolution and Notice of Intention to Lease County Real Property for Harbor Purposes, adopted by the Board of Supervisors of said county, a certified copy of which was recorded as Document No. 3909, on January 12, 1961, in Book M. 684, pages 211 to 333, inclusive, of Official Records, in the office of the Recorder of said County.

DESCRIPTION APPROVED

JAN 30 1963

JOHN A. LAMBIE

County Engineer

BY Edgar J. Kubicki DEPUTY