

AMENDMENT NO. 7 TO LEASE NO. 11834

PARCEL NO. 113S - MARINA DEL REY SMALL CRAFT HARBOR

READJUSTMENT OF RENT

THIS AMENDMENT TO LEASE is made and entered into this 3rd day of August, 1999 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES
hereinafter referred to as "County",

MARINA ADMIRALTY COMPANY , a
California limited partnership, hereinafter
referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, County and Lessee entered into Lease No. 11834 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 113S, 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 hereafter referred to as the "Lease"); and

WHEREAS, Section 15 of said Lease provides that as of February 1, 1998, and as of February 1 of every tenth (10th) year thereafter (the "Rental Adjustment Date"), the square foot rental, all categories of percentage rentals and liability insurance requirements (the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15; and

WHEREAS, Section 15 further provides that such readjustments shall be accomplished by agreement of the parties and in the event such agreement cannot be reached, the readjustments shall be settled by binding arbitration in the manner set forth at length in said Section 15; and

WHEREAS, the parties hereto have reached agreement with respect to the Adjusted Rentals which are to apply for the ten (10) year period commencing on February 1, 1998 (the "1998 Rental Adjustment Date");

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. **Square Foot Rental.** Commencing as of the 1998 Rental Adjustment Date, the first Paragraph of Section 12 (SQUARE FOOT RENTAL) of said Lease is deemed amended to read as follows:

"Commencing as of the 1998 Rental Adjustment Date, the annual square foot rental for the whole of the Premises shall be \$1,192,682. On February 1, 2001 and on February 1 of every third year thereafter (the "Square Foot Adjustment Date"), the annual square foot rental shall be readjusted to equal seventy-five percent (75%) of the annual average of all rents payable by the Lessee under the Lease for the immediately preceding three-year period."

2. **Percentage Rental.** Commencing as of the 1998 Rental Adjustment Date, Section 13 (PERCENTAGE RENTALS) of the Lease is deemed amended as follows:

Subsection (c)(iii) of Section 13 (PERCENTAGE RENTALS) is deemed deleted and the following subsection (c)(iii) is substituted therefor:

"(c) (iii) ELEVEN PERCENT (11%) of gross receipts or other fees charged for the occupancy of offices utilized for banking, financial or investment activities, internal clerical or administrative activities of business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, or similar professional services (collectively, "Offices"), but not to include, however, stores, shops or other commercial establishments, the gross receipts pertaining to which are subject to percentage rentals and specifically required to be reported under other subsections of this Section."

3. **Retroactive Rent and Interest.** The amount owed by Lessee to County representing the difference between (i) the percentage rents payable by Lessee under the rental rates in effect prior to the effectiveness of this Lease Amendment from the 1998 Rental Adjustment Date to the Effective Date and (ii) the sum which is calculated to be due for percentage rent from the 1998 Rental Adjustment Date to the Effective Date based upon the rental adjustments set forth in this Lease Amendment, plus appropriate interest, shall be paid by the Lessee to the County in accordance with the existing provisions of Section 15 of the Lease.

4. **Indemnity Clause and Casualty Insurance.** Commencing as of the Effective Date, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said Lease is deleted and the following substituted therefor:

" Lessee shall maintain in full force and effect during the term of this Lease comprehensive general liability insurance to be written on a commercial general liability policy form CG OO 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, product/completed operations, broad form property damage and personal injury with a combined single limit of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate. The County and the Board of Supervisors, their officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies."

5. **Miscellaneous.** Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby.

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

LESSEE:

MARINA ADMIRALTY COMPANY, a California limited partnership

The Ellis Ring Trust, Dated November 24, 1992, its general partner

By: Joseph A Marasco
Joseph A Marasco, Trustee

Douglas R. Ring, Inc., a California Corporation, its general partner

By: [Signature]
~~Douglas R. Ring, President~~

COUNTY OF LOS ANGELES

By: [Signature]
Chairman, Board of Supervisors

Attest: Joanne Sturges,
Executive Officer-Clerk of
the Board of Supervisors

By: [Signature]
Deputy



APPROVED AS TO FORM:

Lloyd W. Pellman,
County Counsel

By: [Signature]
Deputy

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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AUG 03 1999

Joanne
JOANNE
EXECUTIVE CLERK