

55624

SUPPLEMENT 3

**AMENDMENT NO. 3 TO THE SECOND AMENDED AND  
RESTATED LEASE (IMPROVED PARCEL) NO. 55624  
PARCEL NO. 125R - MARINA DEL REY SMALL CRAFT HARBOR**

**READJUSTMENT OF RENT**

THIS AMENDMENT TO LEASE is made and entered into this 3<sup>rd</sup> day of November 2002 (the "Effective Date").

**BY AND BETWEEN**

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

**AND**

**MARINA CITY CLUB, L.P. f/k/a  
J. H. SNYDER COMPANY, a California  
Limited Partnership, hereinafter referred to as  
"Lessee".**

**WITNESSETH:**

WHEREAS, County and Lessee entered into the Second Amended and Restated Lease No. 55624, 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 125R (Improved Parcel), which leasehold premises (the "Premises") are more particularly described in Exhibit "A" attached to and incorporated in said lease (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 5.10 of said Lease provides that as of July 30, 1993, and as of July 30<sup>th</sup> of every tenth (10th) year thereafter (the "Rental Adjustment Date"), the Minimum Annual Rent and all categories of Percentage Rents of Commercial Uses (collectively, the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 5.10; and

WHEREAS, Section 5.10 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 in said Section 5.10 and at length in Section 16.16; 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 July 30, 1993 (the "1993 Rental Adjustment Date"); and

WHEREAS, notwithstanding the provisions of Section 5.10.A and 5.10.D of the Lease regarding the timing of the scheduled readjustment of rents for Commercial Uses which is otherwise to occur for the ten (10) year period commencing on July 30, 2003 (the "2003 Rental Adjustment Date"), the parties agree that the Adjusted Rentals set forth in this Amendment No. 3 shall also apply for the ten (10) year period commencing on the 2003 Rental Adjustment Date and that the readjustment of rents set forth herein constitutes the readjustment of rents required under the Lease for Commercial Uses for said ten year period;

WHEREAS, Section 11.03 of the Lease provides for the periodic adjustment of the amounts of casualty insurance that Lessee is required to maintain under the Lease and the parties hereto have reached agreement as to the amount of casualty insurance to be maintained by Lessee as of the Effective Date hereof; and

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

1. **MINIMUM ANNUAL RENT.** Commencing as of the 1993 Rental Adjustment Date, the first Paragraph of Section 5.04.C (Allocated Minimum to Commercial Uses) of said Lease is deemed amended to read as follows:

"Commencing as of the 1993 Rental Adjustment Date, and on August 1<sup>st</sup> of every third year thereafter, the Minimum Annual Rent shall be readjusted to equal seventy-five percent (75%) of the annual average of all rents attributable to Commercial Uses properly payable by the Lessee under the Lease at the rates required under the Lease, including Amendment No. 3, for the immediately preceding three-year period."

2. **PERCENTAGE RENTAL.** Commencing as of the 1993 Rental Adjustment Date, Section 5.08.D (Commercial Uses) of the Lease is deemed amended by deleting existing Subsections (1), (2), (3), (10) and (19) and replacing them with the following corresponding revised Subsections:

"(1) **TWENTY PERCENT (20%)** [for the period from July 31, 1993 through November 15, 1998, and **TWENTY FIVE PERCENT (25%)** [for the period on and after November 16, 1998) of Gross Receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants, provided, however, that where Lessee operates an anchorage, mooring, or boat slips and ancillary facilities in conjunction with a yacht club, all Gross Receipts from said operation shall cover all costs for above facilities including but not limited to, investment, operating and administration costs and overhead;

"(2) TWENTY PERCENT (20%) of Gross Receipts from the rental or other fees charged for the use of dry storage facilities, landside gear lockers, landside storage space, boats, motors, tackle, recreational equipment, tools, equipment, launch and retrieving of small boats and from the sale of live bait;

"(3) ELEVEN PERCENT (11%) of Gross Receipts or other fees charged for the occupancy of the other structures and other facilities located on the Premises including but not limited to (a) hotel and motel accommodations, (b) house trailers, (c) meeting rooms, (d) rental of land and/or water or facilities for activities not otherwise provided for in this section such as but not limited to television and/or motion pictures, (e) parking fees or charges except where such parking fees or charges are collected in conjunction with an activity, the Gross Receipts from which are required to be reported in a percentage category greater than eleven percentage (11%), (f) offices utilized for banking, financial or investment activities, internal clerical or administrative activities or business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, or similar professional services 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, and TWENTY FIVE PERCENT (25%) of Gross Receipts from (g) liveaboard charges over and above slip rental fees imposed by anchorages for the privilege of a boat owner living on his boat;

"(10) THREE AND ONE HALF PERCENT (3.5%) of Gross Receipts from the operation of restaurants, restaurant/cocktail lounge combination, coffee shops, beach and theater food facilities, except that Gross Receipts from facilities established and operated as a take-out food operation shall be reported under subsection (19);

"(19) FIVE PERCENT (5%) of Gross Receipts from the sale of miscellaneous goods and services not specifically provided for elsewhere in this Section;"

3. **PERCENTAGE RENTAL.** Commencing as of the 1993 Rental Adjustment Date, Subsection (21) and (22) are deemed added to Section 5.08.D (Commercial Uses) to read as follows:

"(21) TWO PERCENT (2%) of Gross Receipts from the operation of all stores, shops or boutiques selling items at retail;

"(22) TWO PERCENT (2%) of Gross Receipts from the operation of hair-dressing salons."

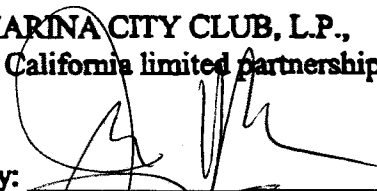
4. **APPLICABILITY OF ADJUSTED RENTALS.** The parties hereto agree that the Adjusted Rentals set forth in this Amendment No. 3 shall constitute the readjustments contemplated in Section 5.10 of the Lease for the ten (10) year period commencing on the 1993

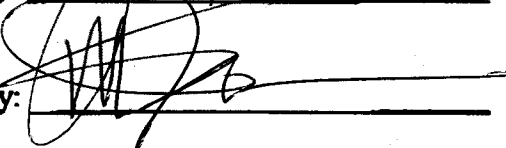


IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee has executed the same.

LESSEE:

MARINA CITY CLUB, L.P.,  
A California limited partnership

By: 

By: 



COUNTY OF LOS ANGELES

By:   
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,  
Executive Officer of  
the Board of Supervisors

By:   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 DEC - 3 2002

APPROVED AS TO FORM:

LLOYD W. PELLMAN,  
County Counsel

  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

By:   
Deputy


**CONSENT**

The undersigned hereby consents to the foregoing AMENDMENT NO. 3 TO THE SECOND AMENDED AND RESTATED LEASE (IMPROVED PARCEL) NO. 85624 and agrees to be bound thereby.

**LENDER**

**AETNA LIFE INSURANCE COMPANY,  
a Connecticut corporation**

Dated: 10/24/02

By: 

Name: Richard E. VanSanten

Title: Managing Director