

**AMENDMENT NO. 7 TO LEASE NO. 14404**

**PARCEL NO. 145R - MARINA DEL REY SMALL CRAFT HARBOR**

**READJUSTMENT OF RENT**

THIS AMENDMENT TO LEASE is made and entered into this 29<sup>th</sup> day of October 200~~1~~<sup>2</sup> (the "Effective Date").

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

**AND** MGC MARINA DEL REY INTERNATIONAL,  
a California general partnership, hereinafter  
referred to as "Lessee".

**WITNESSETH:**

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 14404 under the terms of which County leased to Lessee's predecessor in interest 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 145R, 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 15 of said Lease provides that as of January 1, 1990, and as of January 1<sup>st</sup> of every tenth (10th) year thereafter (the "Rental Adjustment Date"), the square foot rental, and all categories of percentage rentals ("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 in the manner set forth at length in said Section 15; and

WHEREAS, Section 26 of said Lease provides that the amounts of casualty insurance required by said Section shall be subject to renegotiation at the same time and in the same manner as the amounts of rent shall be readjusted; 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 January 1, 2000 (the

"2000 Rental Adjustment Date"), and the amount of casualty insurance required to be maintained by Lessee under Section 26 for said ten (10) year period;

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 2000 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 2000 Rental Adjustment Date, the annual square foot rental for the whole of the Premises shall be \$158,754.00. On January 1, 2003 and every third year thereafter, 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 Section 13 of the Lease for the immediately preceding three-year period."

2. **PERCENTAGE RENTAL.** Commencing as of the 2000 Rental Adjustment Date, Section 13 (PERCENTAGE RENTALS) of the Lease is deemed amended as follows:

Subsections (j) and (s) of Section 13 (PERCENTAGE RENTALS) are deemed deleted and the following subsections (j) and (s) are correspondingly substituted therefor:

"(j) **THREE AND ONE-HALF PERCENT (3-1/2%)** 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 (s);

"(s) **TWO PERCENT (2%)** of gross receipts from the sale of miscellaneous goods and services not specifically provided for elsewhere in this Section."

3. **RECONCILIATION RENT.** The amount owed by Lessee to County representing the difference between (i) the actual rents paid by Lessee under the rental rates in effect prior to the effectiveness of this Lease Amendment from the 2000 Rental Adjustment Date to the Effective Date and (ii) the sum which is calculated to be due for rental rates from the 2000 Rental Adjustment Date to the Effective Date based upon the rental adjustments set forth in this Lease Amendment (the "Reconciliation Payment") shall be paid by the Lessee to the County within 10 days following the Effective Date.

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 00 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 with no exclusions. 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 Mayor of said Board and attested by the Executive Officer thereof, and the Lessee has executed the same.

LESSEE:

MGC MARINA DEL REY INTERNATIONAL,  
a California general partnership

By: Al Anwa USA, Incorporated,  
a Delaware corporation, General Partner

By: Tammi  
Its: CEO

By: N.Y. Overnight, Inc.  
a California corporation, General Partner

By: Tammi  
Its: PRESIDENT

COUNTY OF LOS ANGELES

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

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*Violet Varona-Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

By: George Bartholomew  
Chairman, Board of Supervisors  
Pro Tem

ATTEST:

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

By: *Paul C. Smith*  
Deputy



APPROVED AS TO FORM:

LLOYD W. PELLMAN,  
County Counsel

By: *Richard W. Pellman*  
Deputy