

Recording requested by
and when recorded return to:

CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Clerk

No Recording Fee
Exempt pursuant to Government Code § 6103

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("**First Amendment**") is entered into as of November 20, 2012 by the City of Redondo Beach, a chartered municipal corporation ("**Landlord**" or "**City**") and Robert Dale Resnick, as Trustee of the RDR Living Trust of 1996 ("**Tenant**"), with reference to that certain Lease Agreement ("**Lease**") between the parties dated July 1, 2008, for the leasehold commonly known as the Redondo Pier Approach, located at 100 Fisherman's Wharf Redondo Beach California 90277 and more particularly described as the "**Premises**" in Paragraph 1.1 of the Lease. Landlord and Tenant agree as follows:

1. **Effect of First Amendment.** This First Amendment shall modify and amend the Lease as set forth herein. Except as expressly modified by this First Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

2. **Renegotiation of Percentage Rent for 100"H**. Notwithstanding anything in the Lease to the contrary, all Applicable Percentages relating to Gross Sales of Restaurant & Bar operations at 100"H Fisherman's Wharf shall not be the subject of any renegotiations and shall remain unchanged at three and one-half percent (3.5%) at the first "Renegotiation Date" established in Paragraph B.3 of Exhibit "E" to the Lease.

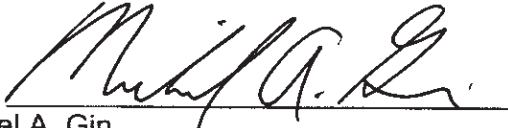
3. **Miscellaneous.** The Lease and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements. All capitalized terms in this First Amendment shall have the same meaning as defined in the Lease unless otherwise defined herein. In the event of any inconsistency between this First Amendment and the Lease, this First Amendment shall prevail. This First Amendment may be modified or amended only by a subsequent writing executed by all of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

"LANDLORD"

CITY OF REDONDO BEACH

By: 
Michael A. Gin
Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Michael Webb
City Attorney

"TENANT"

RDR LIVING TRUST OF 1996

By: 
Robert Dale Resnick, Trustee



State of California

ss.

County of Los Angeles

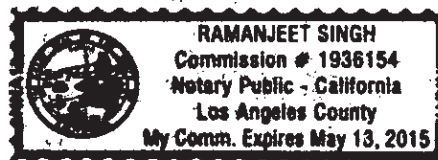
On NOVEMBER 14th, 2012, before me,
RAMANJEET SINGH, a Notary Public, personally
appeared, ROBERT D. RESNICK, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature

(seal)



State of California

ss.

County of Los Angeles

On _____, 20____, before me, _____,
a Notary Public, personally appeared, _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 1/29/2013 before me, Ariana V. Kennedy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael A. Gin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here