AMENDMENT NO. 12 TO LEASE NO. 4710
PARCEL NO. 1S - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 18th day of J U L Y , 1986,

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

AND UNION OIL COMPANY OF CALIFORNIA,
hereinafter referred to as "Lessee",

W I T N E S S E T H :

WHEREAS, on the 21st day of July, 1961, the parties hereto or
their predecessors in interest have entered into a lease under which
Lessee leased from County that certain real property in the Marina
del Rey Small Craft Harbor commonly known and referred to as Parcel
No. 1S; and

WHEREAS, said lease contains provisions whereby Lessee is
obligated to pay County as rent for the demised premises an amount
equal to the sum of certain prescribed percentages of the gross
receipts from various commercial activities conducted upon said
premises; and
WHEREAS, from time to time Lessee may be willing to rent one or more small craft berths to a commercial entity which does not maintain offices on Lessee's premises thereby rendering difficult Lessee's obligation to account for said tenant's gross receipts and guarantee to County the payment of appropriate percentage rents thereon; and

WHEREAS, County is willing to assume responsibility for the collection of said percentage rents in such instances;

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

1. **SECTION 22 (SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGEES AND SUCCESSORS) of this lease as heretofore amended, is hereby further amended by adding the following new sentence at the end of the third paragraph of Subsection A(1) thereof:  
"A sublease of one or more small craft berths for use in connection with a commercial activity, entered into with a sublessee which does not maintain a business office within Marina del Rey Small Craft Harbor, may provide for the reporting of gross receipts and the payment of percentage"
rents incident thereto pursuant to the provisions of
Section 13 directly to County by said sublessee and, upon
approval thereof by Director, Lessee shall be excused from
the performance of obligations incident to said reporting
and payments as prescribed by said Section 13."

2. The effective date of this amendment shall be the 15th
day of June, 198_.

3. Any and all other terms and conditions contained in said
lease shall remain in full force and effect and are hereby reaffirmed.
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 Clerk thereof, and the Lessee has executed the same the day, month, and year first hereinabove written.

UNION OIL COMPANY OF CALIFORNIA

By

C. C. Pau

By

R. E. Jenkins, Assistant Secretary

THE COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of the Board of Supervisors

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

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STATE OF CALIFORNIA  )
   ) SS.
COUNTY OF LOS ANGELES  )

On this 6th day of May, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared C. C. ROW and R. E. JENKINS, personally known to me to be the MANAGER, MARKETING REAL ESTATE and ASSISTANT SECRETARY, respectively, who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

VICKIE A. NORWOOD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 4, 1990

Vickie A. Norwood
Notary Public in and for said State