

AMENDMENT NO. 5 TO LEASE NO. 4985
(PARCEL 8 - MARINA DEL REY)

AGREEMENT TERMINATING LEASE NO. 4986
(PARCEL 9 - MARINA DEL REY)

4985 and

4986

SUPPLEMENT 5

THIS AMENDMENT TO LEASE made and entered into this 15th
day of April, 1969,

BY AND BETWEEN

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

AND

REAL PROPERTY MANAGEMENT, INC., a
California corporation, herein-
after referred to as "Lessee,"

WITNESSETH:

WHEREAS, the predecessors in interest of Lessee and County entered into two leases and agreements on October 4, 1961, under the terms of which County leased Parcel 8 (Lease No. 4985) and Parcel 9 (Lease No. 4986) as separate leaseholds more particularly described in Exhibit "A" attached to each lease (hereinafter referred to as Parcel 8 and Parcel 9); and

WHEREAS, the two said leases for Parcel 8 and Parcel 9 are now under the common leasehold interest of Lessee; and

WHEREAS, Parcel 8 and Parcel 9 are physically located immediately adjacent to each other and it is otherwise in the best interest of the County and Lessee that said Parcel 8 and Parcel 9 be combined into one parcel, in order that the construction of improvements contemplated by Lessee be developed as a single, integrated unit, and in order that the administrative procedures of both parties be simplified; and

WHEREAS, the basic terms and conditions of Lease Number 4985 (Parcel 8) and Lease Number 4986 (Parcel 9) are essentially the same and to the extent the terms and conditions of the leases vary from each other, Lessee desires and agrees to fully comply and abide with those terms and conditions most favorable to County except as otherwise herein provided; and

APPROVED
JAMES G. HIZE
EXECUTIVE OFFICER

WHEREAS, in order that Parcel 8 and Parcel 9 may be fully combined and effectively brought under one lease agreement, it is necessary that this existing Lease No. 4985 (currently applicable to Parcel 8, Marina del Rey) be amended in several respects and that Lease No. 4986 (previously applicable to Parcel 9) be terminated;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained hereinbelow, the parties, and each of them, do agree as follows:

1. Lease No. 4985 now applicable only to Parcel 8 and all amendments and supplements thereto as well as all covenants, promises, and conditions contained therein except as otherwise agreed to or otherwise amended hereinbelow shall hereafter be fully applicable to that real property located in Marina del Rey Small Craft Harbor known as ~~Parcel 9~~ and previously leased pursuant to the terms of the aforementioned Lease No. 4986.

2. That leasehold estate known as Parcel 9 created and otherwise previously covered by Lease No. 4986 is hereby combined with the leasehold estate covered by Lease No. 4985 and the former is thereby extinguished and superseded. The combined leasehold estate consisting of a total of 660,850 square feet legally described in Exhibit "A" attached hereto and incorporated herein by reference, which Exhibit is acknowledged to be a new and revised legal description, shall henceforth be known as Parcel 8R. (Reference hereinafter to "the Lease" or to "Sections" thereof shall be deemed to mean or refer to Lease No. 4985 applicable to Parcel 8R.)

3. Section 8 (RENTAL PAYMENT SECURITY) is hereby deleted in its entirety and the following substituted therefor:

"County hereby acknowledges receipt from Lessee of the sum of TEN THOUSAND NINE HUNDRED TEN AND 82/100 DOLLARS (\$10,910.82).

"Said sum shall be retained by County as a guarantee to cover delinquent rent, and shall be so applied. In the event all or any part of said sum so deposited is applied against any rent due and unpaid, the Lessee shall reimburse said deposit, so that at all times during the life of this lease said deposit shall be maintained.

Failure to maintain the full amount of said deposit shall subject this lease to forfeiture. Upon forfeiture or termination of this lease any portion of said deposit due the Lessee shall be returned.

"Lessee may substitute for said cash deposit to cover delinquent rent a corporate surety bond, issued by a surety company licensed to transact business in the State of California or such other bond or written undertaking satisfactory to County, in an amount equal to said deposit."

4. Section 13 (SQUARE FOOT AND HOLDING RENTALS) is hereby amended by deleting the reference to \$14,762.64 in the fourth paragraph and inserting in lieu thereof the sum of \$43,643.24.

5. Any and all other terms, conditions and covenants set forth in said lease not specifically superseded or altered by this Amendment and Agreement are hereby reaffirmed in their entirety, and it is understood and agreed that all such other terms, conditions and covenants set forth in said Lease are to be fully applicable to the whole of the combined demised premises (herein redesignated Parcel 8R) including that portion formerly known as Parcel 9 except as hereinabove specifically provided.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this Amendment to Lease and Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee has executed this Amendment to Lease and Agreement, or caused it to be duly executed, the day month and year first above written.

(CORPORATE SEAL)

REAL PROPERTY MANAGEMENT, INC.

ATTEST:

JAMES S. MIZE, Executive
Officer-Clerk of the
Board of Supervisors

By

By

President

By

Secretary

APPROVED AS TO FORM:

JOHN D. MAHARG, County Counsel

By

Deputy

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 8R

Parcels 63 to 101 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting unto the County of Los Angeles a right of way for drainage purposes in and across that portion of above described parcel of land which lies within the southerly 10 feet of the westerly 12 feet of the easterly 22 feet of said Lot 86.

Also reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer, storm drain, fire access and harbor utility purposes in and across those portions designated on said map as easements to be reserved by said county for such purposes.

DESCRIPTION APPROVED

March 25, 1968

JOHN A. LAMBIE

County Engineer

By *Edgar S. Sandoval* Deputy

AMENDMENT NO.

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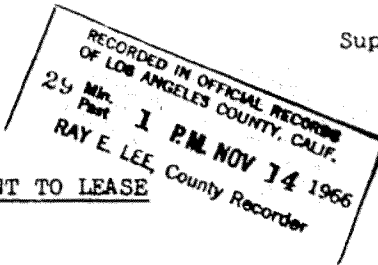
5-TAKE OR INTEREST

① ③

Recording requested by,
and please return to:
Small Craft Harbors
Fiji Way
Marina del Rey, Calif.

3402

Sup. # 4



NOTICE OF AMENDMENT TO LEASE

TO WHOM IT MAY CONCERN:

Please take notice that on the 20th day of October,
1966, the County of Los Angeles, as Lessor and Virginia D. Kondratieff
(Chester Lappen & City National Bank, Trustees)

as Lessee of the following described parcel or parcels of land and
water situated within the Marina del Rey Small Craft Harbor of the
County of Los Angeles, State of California, hereinafter sometimes
referred to as Parcel or Parcels Number eight and nine (8 & 9)
legally described in exhibit "A" attached hereto and incorporated
herein, did enter into an agreement amending that certain indenture of
lease dated October 4, 1961.

Said original indenture and said agreement of amendment are on
file in the official files of the Clerk of the Board of Supervisors
of the County of Los Angeles.

STATE OF CALIFORNIA

County of Los Angeles

County of Los Angeles
Department of Small Craft Harbors

By Leo Beales
Harbor Controller

On this 7th day of November, A.D., 1966, before me
JAMES S. MIZE, Acting Clerk of the Board of Supervisors of the County
of Los Angeles, State of California, residing therein, duly commis-
sioned and sworn, personally appeared LEO BIALIS, known to me to be
the Harbor Controller of the Department of Small Craft Harbors of the
County of Los Angeles and the person who executed the within instru-
ment on behalf of the County therein named, and acknowledged to me
that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year of this certificate first
above written.

JAMES S. MIZE, Acting Clerk of the Board of Supervisors

By William J. [Signature] Deputy

NOV 14 1966

3402

EXHIBIT A
LEGAL DESCRIPTION

Marina del Rey
Lease Parcel No. 8

All that real property in the County of Los Angeles, State of California, shown as Parcels 63 to 77 inclusive, on the map attached to and recorded with the Resolution and Notice of Intention to Lease County Real Property for Harbor Purposes, adopted by the Board of Supervisors of said County, a certified copy of which was recorded as Document No. 3909 on January 12, 1961, in Book M 684, pages 211 to 333 inclusive, of Official Records, in the office of the Recorder of said County.

DESCRIPTION APPROVED

JAN 30 1963

JOHN A. LAMBIE

County Engineer

BY *Edgar J. J. J.* DEPUTY

NOV 14 66

3303

EXHIBIT A
LEGAL DESCRIPTION

Marina del Rey
Lease Parcel No. 9

All that real property in the County of Los Angeles, State of California, shown as Parcels 78 to 101 inclusive on the map attached to and recorded with the Resolution and Notice of Intention to Lease County Real Property for Harbor Purposes, adopted by the Board of Supervisors of said county, a certified copy of which was recorded as Document No. 3909, on January 12, 1961, in Book M 684, pages 211 to 333 inclusive, of Official Records, in the office of the Recorder of said county.

DESCRIPTION APPROVED
JAN 3 11 1963

JOHN A. LAMBIE

County Engineer

BY *Edgar J. ...* DEPUTY

NOV 14 1966

CHIC

AMENDMENT NO. 4 TO LEASE FOR PARCEL(S) 8 & 9
MARINA DEL REY

THIS AMENDMENT TO LEASE made this 20th day of
October, 1966,

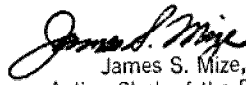
BY AND BETWEEN

COUNTY OF LOS ANGELES, herein-
after referred to as "County,"

AND APPROVED BY
BOARD OF SUPERVISORS

JUN 24 1966

VIRGINIA D. KOWDRATIEV
(CHESTER LAPPEN & CITY NATIONAL
BANK, TRUSTEES),
hereinafter referred to as
"Lessee,"


James S. Mize,
Acting Clerk of the Board

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest have, on the fourth day of October, 1961, entered into a lease under which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor known as Parcel No(s). eight and nine (8 & 9); and

WHEREAS, said lease contains a provision whereby the Lessee agreed to pay as rent a certain percentage of his gross receipts from various activities conducted on the demised premises; and

WHEREAS, the lease provided twenty-three categories of business activities on account of which a percentage of the gross receipts was required to be paid as rent; and

WHEREAS, the percentage was different for each category; and

WHEREAS, it is the desire of the parties hereto to revise the percentages payable for certain categories of business activities in order to increase the revenue to be derived by the County from the operation of the leaseholds and in order to enable the Lessee to attract onto his demised premises certain types of businesses which at present are not able to operate on the demised premises because of the rent currently being charged; and

WHEREAS, it is also the desire of the parties hereto to clarify certain language in the lease pertaining to percentage rentals; and

WHEREAS, it is the desire of the parties hereto to amend said lease in order to alter certain technical language in the lease for the purpose of making said document more protective to County and Lessee;

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

1. Section 12 (Gross Receipts) is amended by changing the first subparagraph to read as follows:

"The term 'gross receipts' as used in this lease is defined to be all money, cash, receipts, assets, property or other things of value, including but not limited to, gross charges, sales, rentals, fees and commissions made or earned, and all gross sums received or earned by Lessee and all his assignees, sublessees, licensees, permittees or concessionaires, whether collected or accrued, from any business, use or occupation, or any combination thereof, originating, transacted or performed, in whole or in part, on the premises, including but not limited to, rental, the rendition or supplying of services, and the sale of goods, wares or merchandise; less sales and excise taxes applicable thereto, required to be collected by Lessee, his assignees, sublessees, licensees and permittees in connection with the rendering or supplying of services or goods, wares or merchandise. Gross receipts shall not include fees, charges or rentals paid to a Lessee by a sublessee where the gross receipts of such sublessee are reported and subject to the percentage rental schedule set forth in Section 14."

2. Section 14 (Percentage Rentals) is hereby deleted in its entirety and the following substituted therefor:

"The square foot rental agreed upon in Section 13 is a minimum rental, payable in lawful money of the United States. The money received as square foot rental for any calendar month shall be applied to the payment of the percentage rental for said calendar month as provided for in this Section 14.

"Within fifteen (15) days after the close of each and every calendar month of the term hereof, Lessee shall pay to County a sum in like money, less the amount of the monthly installment of annual square foot rental previously paid for said calendar month under Section 13, equal to the total of the following for said previous calendar month:

"(a) TWENTY Per Cent (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers or storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants;

"(b) TEN Per Cent (10%) of gross receipts from the dry storage, launching, or retrieving of small boats, and from rental of landside gear lockers or storage space;

"(c) SEVEN AND ONE-HALF Per Cent ($7\frac{1}{2}\%$) of gross receipts from fees, charges or rentals for occupancy of structures including apartment units, hotel or motel accommodations, house trailers, and offices or similar space utilized for banking, financial, or investment activities; internal clerical or administrative activities of business enterprises; real estate and insurance brokerage; or the rendering of legal, medical, engineering, or similar professional services; but excepting stores, shops or other commercial establishments the gross receipts pertaining to which are subject to percentage rentals and specifically required or authorized to be reported under any other subparagraphs of this section.

(d) 6 1/2%
"(d) ONE Per Cent (1%) of gross receipts from the sale of new or used boats, boat trailers, house trailers and trailer cabanas; said gross receipts shall include all credits given for used items taken in trade as part payment for new items, as reflected in the bills of sale, but the trade-in allowance for a used item taken in trade may be deducted from the subsequent sale price of said used item if said used item is sold within 120 days of the date of the bill of sale which established said trade-in allowance.

(e) 20%
"(e) FIVE Per Cent (5%) of gross receipts from boat brokerage and from marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage.

(f) 20%
"(f) TWENTY Per Cent (20%) of any commissions or fees collected from itinerant vendors or from service enterprises based outside the demised premises;

(g) 20%
"(g) TWENTY Per Cent (20%) of gross receipts from rentals or other fees charged for use of trailer-cabana sites and such other facilities and services ancillary thereto as are provided in common to all tenants;

(h) 25%
"(h) TWENTY-FIVE Per Cent (25%) of any commissions or other compensation paid to Lessee for the right to install coin-operated vending or service machines or devices, including pay telephones, or FIVE Per Cent (5%) of the gross receipts of any such coin-operated machines or devices owned, rented, or leased by Lessee or his sublessee;

(i) 10%
"(i) TEN Per Cent (10%) of gross receipts from the operation of a bar, tavern, cocktail lounge or other such facility engaged primarily in the

on-premises sale of alcoholic beverages, except that gross receipts from such facilities as are established and operated in conjunction with a restaurant or similar food service facility on the same premises may be reported under subsection (j);

(j) 3%
"(j) THREE Per Cent (3%) of gross receipts from the operation of food service facilities, including bar or cocktail lounge in conjunction with restaurant or similar facility when food service is the primary purpose;

(k) 3%
"(k) ONE AND ONE-HALF Cents (\$0.015) per each gallon of gasoline, diesel fuel or mixed fuel sold or SIX Per Cent (6%) of gross receipts of such sales, whichever is the greater;

(l) 5%
"(l) FIVE Per Cent (5%) of gross receipts from sales by a fuel sales facility of petroleum or fuel products other than those covered by subsection (k) above;

(m) 15%
"(m) FIFTEEN Per Cent (15%) of gross receipts from club dues, initiation fees, and assessments, except that separate assessments for capital improvements are exempted;

(n) 20%
"(n) TWENTY Per Cent (20%) of gross receipts from parking fees;

(o) 10%
"(o) TEN Per Cent (10%) of gross receipts from the rental of boats, outboard motors, fishing tackle, and other recreation equipment and from the sale of live bait;

(p) 3%
"(p) THREE Per Cent (3%) of gross receipts from boat haulout, repair, painting, and similar activities;

"(q) FIVE Per Cent (5%) of gross receipts from fees, charges or rentals from the leasing or charter of boats for a term of six (6) months or more;

"(r) SIX Per Cent (6%) of gross receipts from the operation of sportfishing boats;

"(s) ONE Per Cent (1%) of gross receipts from the sale of miscellaneous goods and services;

"(t) FIVE Per Cent (5%) of gross receipts from any and all other activities approved by Director which are not provided for in the preceding subparagraphs.

"If the total of the percentage rentals agreed to be paid by Lessee, when computed on an annual basis for any calendar year, is less than the sum of all rental payments actually made by Lessee for said calendar year, Lessee shall be allowed credit for any amount by which the payments actually made exceed the greater of (1) the sum of the square foot rentals for the calendar year, or (2) the sum of percentage rentals agreed to be paid, computed on an annual basis for the calendar year. Said credit shall be applied against the rents first due after the amount of credit is established. Said credit shall be established within thirty (30) days of the end of the calendar year.

"If any of the items, services, goods or facilities mentioned in subparagraphs (a) through (t) of this paragraph be provided by Lessee or its sublessees, assignees, licensees, concessionaires or permittees, without the usual charges therefor according to the price list of schedule provided for in Section 16, or if said usual charge be not collected in full, the proper amount thereof shall nevertheless be included in the gross receipts reported by Lessee and its sublessees, assignees, licensees, concessionaires and permittees, and the applicable percentage thereof paid to County.

"In the event that the percentage rentals relating to any one or more categories of items will hereafter be reduced for a majority of lessees of Marina del Rey to a percentage lower than that set forth in this amendment or in the event that, pursuant to a general policy of the County of Los Angeles or any agency thereof there shall hereafter be a reduction in percentage rentals relating to any one or more categories or items for lessees of Marina del Rey to a percentage lower than that set forth in this amendment, the percentage rentals of such category or categories as so reduced shall upon such reduction for other lessees or announcement of such general policy, as the case may be, become effective under this lease as hereby amended. Such reduction of percentage rentals under this lease as amended shall be confirmed by written amendment thereto.

"Notwithstanding any other provisions of this Section, Lessee shall not be required to pay percentage rentals prior to those applicable to gross receipts for the month of September, 1975."

3. Section 21 (Default) is hereby deleted in its entirety and the following substituted therefor:

"This lease is made upon the condition that if the rents or other sums which Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date on which the same shall become due, or if other default be made in any of the terms, agreements, conditions, or covenants herein contained on the part of Lessee, or should Lessee abandon or cease to use the premises for a period of thirty (30) days at any one time, except when prevented by fire, earthquake, strikes or other calamity beyond its control, then and in such event, at the option of County as evidenced by resolution of Board, this lease shall be

forfeited, and County may exercise all rights of entry and re-entry upon the demised premises and may operate for its own and sole benefit said premises and all improvements thereon.

"Lessee shall not be considered in default as to any provision of this lease when such default is the result of, or pursuant to, any process, order or decree of any court or regulatory body of competent jurisdiction.

"In the event Lessee is in default hereunder in the payment of rent or other sums provided to be paid by Lessee, no default with respect thereto shall be declared by the County until after the expiration of ten (10) days written notice to Lessee to cure such default.

"In the event Lessee shall default in keeping, observing or performing any of the other covenants, conditions, provisions or agreements herein required to be kept, observed or performed by Lessee, County shall give written notice of such default to Lessee and Lessee shall

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have thirty (30) days after service of said notice in which to cure, remedy and correct said default, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, correct and remedy said default. Should Lessee fail to so cure, remedy and correct said default, or commence and diligently pursue such corrective or remedial action within and during said thirty (30) day period, County shall have the right to forfeit this lease as provided in the first paragraph of this section.

"Notwithstanding any of the foregoing, County shall not exercise any remedy available to it for breach thereof by Lessee and will not terminate this lease nor declare the same to be forfeited because of any default or breach hereunder on the part of Lessee unless and until County shall have given a written notice of such default or defaults to any beneficiary or trustee under a deed of trust or to any mortgagee under any mortgage affecting the demised premises or any part thereof. Said notice shall be sent simultaneously with the notice to the Lessee referred to in the preceding paragraph. It shall be sent by registered mail, postage prepaid, addressed as the trustee, beneficiary or mortgagee or each of them shall from time to time instruct County or, in the absence of such instructions, addressed as shown on the deed of trust or mortgage. After receipt of said notice, said trustee, beneficiary or mortgagee (hereinafter referred to collectively as 'encumbrance holder'), or each of them, shall have the right and power to cure the defaults specified and if all of said defaults are cured, this lease shall remain in full force and effect. Said defaults may be cured in the following manner:

"(a) If said default be in the payment of rental, taxes, insurance premiums, utility charges, or any other sum of money, said encumbrance holder may pay the same to County or other proper payee within thirty-five (35) days after mailing of the aforesaid notice of default to said encumbrance holder. If, after any payment to County by the encumbrance holder as aforesaid, the Lessee pays the same or any part thereof to County, County shall promptly refund said payment to encumbrance holder.

"(b) If said breach be other than as specified in subparagraph (a) above and cannot be cured by the payment of money as aforesaid, the default shall be cured if

"(i) within thirty-five (35) days after the mailing of the said notice to encumbrance holder by County said encumbrance holder commences foreclosure by judicial action or trust deed sale of its encumbrance (said 35-day period shall be extended by the time in which encumbrance holder is prevented from commencing foreclosure by any order, judgment or decree of any court or regulatory body of competent jurisdiction, but such extension shall not extend beyond a period of 100 days from the effective date of said order, judgment or decree); and

"(ii) said foreclosure action is prosecuted with reasonable diligence; and

"(iii) within thirty-five (35) days after such foreclosure sale the purchaser thereat (whether or not such purchaser is the encumbrance holder) cures, remedies and corrects said default, or commences and

diligently pursues the performance of the thing or work required to be done to cure, correct and remedy said default.

"Notwithstanding any of the foregoing, and in the event County declares the lease forfeited and secures possession under the provisions of this paragraph, the encumbrance holder, within sixty (60) days of such forfeiture and securing of possession, may request and receive a lease covering the premises subject to his encumbrance and running to said encumbrance holder and his successors and assigns. Said lease shall have the same provisions and conditions as this lease, except to the extent that any provisions of this lease are, through the passage of time or for other reasons, obviously inapplicable. Said lease shall have a term that shall commence upon the date of the County's securing possession of the premises demised herein and said lease shall terminate on the termination date of this lease. The County shall deliver possession of the property immediately upon the execution of said new lease. The encumbrance holder shall, however, pay County the amount of ground or holding rentals due under this lease on and after the date County has secured possession less any net rentals or other income which County may have received on account of said property during the time County may have been in possession of the premises. In addition, the encumbrance holder shall pay any and all rentals unpaid by Lessee under the original lease at the time of forfeiture thereof. However, said encumbrance holder shall be liable only for that proportionate amount of rent attributable to that portion of the demised premises covered by his encumbrance. In addition, said encumbrance holder shall also pay any and all taxes, current or delinquent, that have been levied or assessed against that portion of the demised premises covered by its encumbrance."

4. Section 22 (Sublease, Assignments, and Successors) is hereby deleted in its entirety and the following substituted therefor:

"At least thirty (30) days written notice of intention to sublet portions of the demised premises to others shall be given to Director. During said thirty day period, Director shall approve or disapprove said proposed sublease. In the event of disapproval, said proposed sublease shall not be made. The gross receipts of any sublessee under any such sublease shall be included within the definition of 'Gross Receipts' as set forth in Section 11. Any and all sublessees shall be subject to and bound by each and all of the terms and conditions of this lease and in particular those pertaining to control of prices pursuant to Section 16. The term 'sublease' as used in this paragraph shall include any license, permit, concession, assignment or transfer of any interest in or to said property by Lessee, and the term 'sublessee' shall include any licensee, permittee, concessionaire, assignee or transferee of or from Lessee. Lessee may, without prior approval of Director, sublease portions of the demised premises (including, but not limited to, single residential units, boat slips, and dry storage racks) for a period not to exceed one year, for individual nonbusiness, noncommercial uses. Lessee may at any time request approval by the Director of a plan to sublease specific residential units for stated periods in excess of one year. No condominium or cooperative dwelling plan of any kind shall be employed without the approval of Director.

"Lessee may, with the consent of the County, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this lease and the leasehold estate so created, to a bona fide lender on the security of the leasehold estate, and Lessee may execute

any and all instruments in connection therewith necessary and proper to complete such loan and perfect the security therefor to be given to such lender. Any such bona fide lender shall have the right at any time during the term of the loan and while this lease is in full force and effect:

"(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee.

"(b) To realize on the security of the leasehold estate and to acquire and succeed to the interest of Lessee hereunder by foreclosure or by a deed or assignment in lieu of foreclosure and thereafter at such lender's option to convey, assign, or sublease the interest or title to said leasehold estate to any other person provided, however, that said person shall agree to perform and be bound by any and all terms, conditions and covenants contained in this lease. Two (2) copies of any and all security devices or instruments shall be filed with Director prior to the effective date thereof, and Lessee shall give Director prior written notice of any changes or amendments thereto.

"Except as in this Section 22 specifically herein before provided, Lessee shall not, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this lease or any interest, right or privilege therein, or sublet the whole or any portion of the demised premises or license the use of the same in whole or in part. Neither this lease nor any interest therein shall be assignable, or transferable in

proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee or by any process of law, and possession of the whole or any part of the demised premises shall not be divested from Lessee in such proceedings or by any process of law, without written consent of County. Any violations of the provisions of this paragraph shall give County the right to terminate this lease immediately and without any of the notices required in Section 21 above.

"The holder of a trust deed, or any other bona fide lender, shall not be required to cure any default or breach if said holder or lender is unable to secure possession of the property and if it is necessary for him to have possession in order to cure the default or breach. In the event that a period of time is necessary in order for the holder of a trust deed or any other bona fide lender to completely cure a default or breach, then he shall not be in default so long as he exercises diligence in the curing of such default or breach.

"The holder of a deed of trust or any other bona fide lender shall have all of the rights with respect to the demised premises as set forth in the deed of trust or mortgage or other lending document approved by the County as herein set forth, including the right to commence an action against the Lessee for the appointment of a receiver and to obtain possession of the demised premises under and in accordance with the terms of said deed of trust, mortgage or other lending instrument.

"Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed, fulfilled, observed and kept shall be binding upon the heirs, executors, administrators, successors and assigns

of the respective parties hereto, and all rights, privileges and benefits arising under this lease and in favor of either party shall be available in favor of the heirs, executors, administrators, successors and assigns thereof respectively; provided, that no assignment or subletting by or through Lessee in violation of the provisions of this lease shall vest any rights in any such assignment or sublease."

5. The effective date of this amendment to lease shall be July 1, 1966.

6. Any and all other terms and conditions contained in the lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this amendment to lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed this amendment to lease, or caused it to be duly executed, the day, month and year first above written.

Dated _____, 19__.

(SEAL)

*CITY NATIONAL BANK, Trustee

By: [Signature]

By [Signature]

TRUST OFFICER

ATTEST:

JAMES S. MIZE ACTING

~~James S. Mize~~ Clerk of
the Board of Supervisors

By [Signature]

Deputy

*Chester I. Lappen, Trustee

THE COUNTY OF LOS ANGELES

By [Signature]

Chairman, Board of Supervisors

APPROVED AS TO FORM:

HAROLD W. KENNEDY, County
Counsel

By [Signature]

Deputy

*Execution hereof by City National Bank and Chester I. Lappen are in their capacities of trustees only, and not individually, with liability limited to the trust estate.

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 4th day of October, A. D., 19 66, before me JAMES S. MIZE, Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

BURTON W. CHACE, known to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within instrument on behalf of the County therein named, and acknowledged to me that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

JAMES S. MIZE, Clerk of the Board of Supervisors

By Maseline Kiser

GS 114

Deputy