AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 17th day of February, 1964, by and between the County of Los Angeles hereinafter referred to as "County" and Jona Goldrich, Sol Kest, Albert C. Black, Marvin David Miller, Joint Venturers hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the twenty-sixth day of December 1962, entered into a lease of premises, commonly referred to as Parcel No. fifteen (15), Marina del Rey, consisting of a total of 360,000 square feet and situated in the Marina del Rey Small Craft Harbor of the County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein, and;

WHEREAS, the Board of Supervisors on the twenty-sixth day of December 1962 adopted a resolution authorizing certain amendments to the provisions of the said lease:

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

1. SECTION 6 (REQUIRED CONSTRUCTION SCHEDULE) IS AMENDED BY CHANGING THE LAST SUBPARAGRAPH TO READ AS FOLLOWS:

   Failure of Lessee to commence or diligently prosecute said work within said time shall constitute a default of Lessee hereunder.

2. SECTION 21 (DEFAULP) IS AMENDED BY CHANGING THE LAST SUBPARAGRAPH TO READ AS FOLLOWS:

   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 have
thirty (30) days after service of said notice in which
to cure, remedy and correct said default, or in which to
commence performance of the thing or work required to be
done to cure, correct and remedy said default, and Lessee
shall diligently prosecute the same to completion, and
should Lessee fail to so cure, remedy and correct said
default, or commence to do so, within said thirty-day
period, County shall have the right to declare a default
by Lessee hereunder with respect thereto.

3. SECTION 22 (SUBLEASE, ASSIGNMENTS, AND SUCCESSORS) IS
AMENDED BY CHANGING THE NEXT TO THE LAST SUBPARAGRAPH
TO READ AS FOLLOWS:

Anything in this lease to the contrary notwithstanding,
County shall not exercise any remedy available to it for
breach hereof 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 as a condition precedent to such exercise shall
have given notice to the Beneficiary and Trustee under
said deed of trust or mortgagee under any mortgage, by
registered mail, postage prepaid, addressed as said
Beneficiary or mortgagee shall from time to time instruct
County or, in the absence of such instructions, addressed
as shown on said deed of trust or mortgage, which notice
shall specify the nature and extent of said claimed breach. Thereafter said Beneficiary or mortgagee shall have the right and power to cure said breach in the manner hereinafter provided and thereby cause this lease to remain in full force and effect:

(a) If said default be in the payment of rental, taxes, insurance premiums, utility charges, or any other sum of money, said Beneficiary or mortgagee may pay the same to County or other proper payee within thirty-five (35) days after mailing of the aforesaid notice and if so paid said default shall be cured and this lease shall remain in full force and effect. If after any such payment to County the Lessee pays the same to County, County shall promptly refund said payment to said Beneficiary or mortgagee.

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

   (1) Within thirty-five (35) days after the mailing of the aforesaid notice of default by County said Beneficiary or mortgagee commences foreclosure by judicial action or Trustee's sale of its said deed of trust or mortgage; provided, however, that said time for commencement of said foreclosure shall be extended by the time in which Beneficiary or Trustee under said deed of trust or mortgagee under said mortgage is prevented from doing so by any order, judgment or decree of any court or regulatory body of competent jurisdiction; and
(ii) Said foreclosure be prosecuted with reasonable diligence; and
(iii) Within thirty-five (35) days after such foreclosure sale the purchaser thereat (whether or not said purchaser is such Beneficiary or mortgagee) cures said breach or default.

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.

4. All other terms and conditions and covenants to the said Lease are to remain unchanged.
IN WITNESS WHEREOF, County has, by order of its
Board of Supervisors, caused this Lease to be subscribed
by the Chairman of said Board and attested by the Clerk
thereof, and the Lessee has executed the same the day
and year first hereinabove written.

DATED Jul 10 1964

(SEAL)

GORDON T. NESVIG
Clerk of the Board
of Supervisors
By WINIFRED BERNSTEIN
Deputy

THE COUNTY OF LOS ANGELES
By WARREN M. DORN
Chairman of its Board of
Supervisors

APPROVED AS TO FORM:
HAROLD W. KENNEDY
County Counsel
By ________________
Deputy

STATE OF CALIFORNIA )
) SS.
COUNTY OF LOS ANGELES

On Jul 10 1964 before me, the undersigned, a Notary Public
commissioned for Los Angeles County, California, personally appeared
Jona Goldrich, Sol Kest, Albert C. Black and Marvin David Miller, known
to me to be the persons whose names are subscribed to the within instrument
and acknowledged that they executed the same.
WITNESS my hand and official seal.

_________________________
Joan C. Scott
Notary Public in and for said
County and State