

AMENDMENT NO. 7 TO LEASE NO. 8106
PARCEL NO. 50R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 19th day of March,
1968,

BY AND BETWEEN

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

AND APPROVED BY
BOARD OF SUPERVISORS

LINCOLN ROSE COMPANY, a
California corporation, herein-
after referred to as "Lessee,"
and joined into by Benfid Realty
Company, a California corporation,

MAR 19 1968


James S. Mize,
Clerk of the Board

WITNESSETH:

WHEREAS, on May 8, 1964, County, as Lessor, leased Sandpiper Builders and Michael Sims certain premises known as Parcel 50R, Marina del Rey, which premises then consisted of a total of 425,650 square feet and which Lease was recorded on March 21, 1967, in Book M2504, page 161, etc., of the Official Records in the County of Los Angeles, State of California, to which Lease and recording reference is hereby made.

Said Lease was amended by an Instrument dated August 13, 1964, as disclosed by an Amendment to Lease, recorded March 21, 1967, in Book M2504, page 209, Official Records.

Sandpiper Builders and Michael Sims assigned said Lease to Lincoln Rose Company by an Instrument dated April 4, 1965, which was recorded March 21, 1967, in Book M2504, page 152, Official Records.

Said Lease was further amended by an Instrument dated May 19, 1965, as disclosed by an Amendment to Lease, recorded March 21, 1967, in Book M2504, page 215, Official Records.

Said Lease was further amended by an Instrument dated March 1, 1966, as disclosed by an Amendment No. 3, recorded March 21, 1967, in Book M2504, page 221, Official Records.

Lincoln Rose Company subleased the premises to Marina Shopping Center Company by an Instrument dated April 19, 1966, which was recorded April 24, 1967, in Book M2535, page 641, Official Records.

Marina Shopping Center Company assigned said sublease to Benfid Realty Company by assignment dated December 9, 1966, recorded on April 24, 1967, in Book M2535, page 647, Official Records.

Said Lease was further amended by an Instrument dated January 24, 1967, as disclosed by an Amendment No. 4, recorded March 21, 1967, in Book M2504, page 232, Official Records.

Said Lease was further amended by an Instrument dated March 3, 1967, as disclosed by an Amendment No. 5, recorded May 12, 1967, in Book M2553, page 642, Official Records.

Said sublease was amended by an Instrument dated July 19, 1967, recorded on August 4, 1967, in Book 2622, page 17, Official Records.

Said Lease was further amended by an Instrument dated October 3, 1967, as disclosed by an Amendment No. 6 recorded October 27, 1967, in Book M2692, page 291, Official Records.

WHEREAS, Lincoln Rose Company, a corporation is now the owner of the Lessee's interest in said Lease, and Benfid Realty Company, a corporation is the sublessee of said interest; and

WHEREAS, by virtue of said amendments an area was removed from the premises originally described in said Lease; and

WHEREAS, the parties wish to amend said Lease as heretofore amended in order to designate the description of the premises now covered by said Lease and in order to clarify and alter said Lease

for the purposes of making said Lease more protective to County and Lessee; and

WHEREAS, Benfid Realty Company wishes to join in this instrument for the purpose of indicating its consent to the provisions of said Lease as heretofore amended and as amended by this instrument;

NOW, THEREFORE, in consideration of the mutual covenants, considerations and promises contained herein, it is mutually agreed by and between the parties hereto as follows:

1. Reference is hereby made to the Lease dated May 8, 1964, referred to above and the Amendments, Assignments and the Sublease referred to above and the recording of said Lease, Amendments, Assignments and Sublease and any other recorded documents relating to said Lease, Amendments, Assignments, Sublease and such other recorded documents in the same manner as if they were fully recited herein.

2. The "Lease" when hereinafter referred to in this Amendment, shall mean said Lease dated May 8, 1964, as amended by said recorded amendments. The Lease now demises and leases to Lessee land described as follows:

Parcels 787 to 805 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the westerly corner of said Parcel 796; thence northeasterly along the northwesterly line of said last mentioned parcel a distance of 140.00 feet; thence southeasterly at right angles from said northwesterly line 99.12 feet to the southeasterly boundary of said last mentioned parcel; thence southwesterly, westerly and northwesterly along the southeasterly, southerly and southwesterly boundaries of said last mentioned parcel to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Commencing at the northeasterly terminus of a curve concave to the east, having a radius of 30 feet, tangent to a line parallel with and 2.5 feet southwesterly, measured at right angles, from the straight line in the southwesterly boundary of said Parcel 787 and reverse at the northeasterly terminus thereof to a curve concentric with and 3 feet northwesterly

measured radially, from that certain 1540 foot radius curve in the northwesterly boundary of said last mentioned parcel; thence southeasterly along a radial of said 30 foot radius curve 3.00 feet to a point in said northwesterly boundary, said point being the true point of beginning; thence northeasterly along said northwesterly boundary to a line parallel with and 2 feet northeasterly, measured at right angles, from said radial; thence southeasterly along said last mentioned parallel line 3.00 feet; thence southwesterly at right angles from said last mentioned parallel line to a curve concave to the east, having a radius of 25 feet, tangent to said northwesterly boundary and tangent to said straight line; thence southerly along said last mentioned curve to a line parallel with and 7 feet northeasterly, measured at right angles, from said straight line; thence southeasterly along said last mentioned parallel line to a line parallel with and 8 feet northwesterly, measured at right angles, from a radial of said 30 foot radius curve at the southeasterly terminus thereof; thence southwesterly along said last mentioned parallel line to said 25 foot radius curve; thence southeasterly along said last mentioned curve to said southwesterly boundary of Parcel 787; thence northwesterly, northerly and northeasterly along the southwesterly, westerly and northwesterly boundaries of said last mentioned parcel to said true point of beginning.

Also excepting therefrom that portion thereof which lies easterly of a curve concave to the west, having a radius of 25 feet, reverse to that certain 8050.17 foot radius curve in the northeasterly boundary of said Parcel 805 and tangent to the straight line in the southeasterly boundary of said last mentioned parcel.

Also excepting therefrom that portion thereof which lies northerly of a curve concave to the south, having a radius of 25 feet, reverse to that certain 8050.17 foot radius curve in the northeasterly boundary of said Parcel 797 and tangent to the straight line in the northwesterly boundary of said last mentioned parcel.

Also excepting therefrom that portion thereof within a strip of land 2 feet wide, the northwesterly boundary of which is described as follows:

Beginning at a point in the straight line in the northwesterly boundary of said Parcel 797 distant north-easterly thereon 4.73 feet from the southwesterly terminus thereof; thence southwesterly along said last mentioned straight line 4.73 feet to said southwesterly terminus, said southwesterly terminus being the beginning of that certain 1540 foot radius curve in said last mentioned northwesterly boundary; thence southwesterly along said last mentioned certain 1540 foot radius curve 3.27 feet.

Reserving and excepting therefrom unto the County of Los Angeles rights of way for sanitary sewer, storm drain, access and harbor utility purposes over those portions thereof designated on said map as easements to be reserved by said county for such purposes.

3. The definition of the word "Sublessee" on page 2 of the Lease shall be amended to read as follows:

The word "SUBLESSEE" includes licensee, permittee and concessionaire of or from Lessee with respect to any interest in the property demised under this lease.

4. The fourth sentence in Section 7 of the Lease entitled "RENTAL PAYMENT SECURITY," which reads as follows: "Failure to maintain the full amount of said deposit shall subject this Lease to forfeiture" shall be and is hereby deleted. *Reversed in Amend #8, para #4*

5. The words "repairs" and "repair" shall be deleted from Section 8 of said Lease entitled "ADDITIONAL CONSTRUCTION," wherever such words appear. The following sentence shall be and is added to the end of Section 8, to-wit:

"General maintenance repairs may be made by the Lessee without the approval of the Director provided no changes in the approved structure and design are made. In such event, such changes shall be approved by Director."

6. Section 11 (Gross Receipts) is amended by changing the first subparagraph to read as follows:

"The term 'gross receipts' as used in subparagraphs III and V of Section 13 of 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 from the operations described in said subparagraphs III and V whether such operations are conducted by Lessee or 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, sublessee, licensees, permittees

and concessionaires in connection with the rendering of or supplying of services or goods, wares or merchandise."

7. Section 13 (Percentage Rentals) is hereby deleted in its entirety and the following substituted therefor:

"The square foot rental agreed upon in Section 12 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 as provided for in this Section 13.

"Within forty-five (45) days after the close of the calendar month next succeeding the end of each calendar year, 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 year under Section 12) equal to the total of the following for said previous calendar year:

- "I TEN Per Cent (10%) of the gross rental income derived by Lessee from the occupancy of retail stores not including gross receipts described in subsection III herein but including specialty and service shops;
- "II SEVEN AND ONE-HALF Per Cent ($7\frac{1}{2}\%$) of the gross rental income derived by Lessee from the occupancy of all office space, guest rooms, meeting rooms and other similar non-retail areas;
- "III THREE Per Cent (3%) of gross receipts from the sale of food or food products and alcoholic or other beverages served on the demised premises or prepared on the premises and served off the premises when food sale is the primary purpose;

*due 2/15/84
per phone conv
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"IV 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;

"V FIVE Per Cent (5%) of gross receipts from all other activities carried on on said premises but not including rental income or gross receipts hereinbefore described in Subsections I, II, III and IV.

"Lessee further covenants and agrees that if he rents various areas of the leased premises for the following purposes, he will rent such areas at a rental rate not less than the following schedule depending upon the use of the area, to wit:

"(a) This subparagraph has been omitted.

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

"(c) This subparagraph has been omitted.

"(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) 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) TWENTY Per Cent (20%) of any commissions or fees collected from itinerant vendors or from service enterprises based outside the demised premises;
- "(g) This subparagraph has been omitted.
- "(h) This subparagraph has been omitted.
- "(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) THREE Per Cent (3%) of gross receipts from the operation of food service facilities, including bar or cocktail lounge in connection with restaurant or similar facility when food service is the primary purpose;
- "(k) This subparagraph has been omitted.
- "(l) This subparagraph has been omitted.
- "(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) This subparagraph has been omitted.
- "(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) This subparagraph has been omitted.
- "(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) This subparagraph has been omitted.
- "(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 to the County 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.

"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."

8. Section 16 (Controlled Prices) shall be amended to read as follows:

"The prices charged for all goods or services, or combinations thereof, supplied to the public on or from the premises hereby demised, whether the same are supplied by Lessee or by its sublessees, assignees, concessionaires, permittees or licensees shall be fair and reasonable, based upon the following two (2) considerations:

"First, that the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost; second, that Lessee is entitled to a fair and reasonable return upon his investment pursuant to this lease.

"In the event that Director notifies Lessee that any of said prices are not fair and reasonable, Lessee shall have the right to confer with Director and to justify said prices. If, after reasonable conference and consultation, Director shall determine that any of said prices are not fair and reasonable, the same shall be modified by Lessee or its sublessees, assignees, concessionaires, permittees or licensees, as directed.

"The Lessee may appeal the determination of the Director to the Board of Supervisors, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by the Director, shall be the maximum charged by the Lessee."

9. Wherever written notice is provided for in Section 20 of the Lease entitled, "SERVICE OF WRITTEN NOTICE OR PROCESS" or in any other Section of the Lease, such notice shall be by registered mail.

10. Section 21 (Default) is hereby deleted and the following substituted therefor:

"21. DEFAULT AND CANCELLATION.

"A. The following events are deemed to be 'events of default':

"(a) The failure of Lessee to pay the rentals due or make any other payments required hereunder within ten (10) days after written notice from County that said payments are delinquent.

"(b) The failure of Lessee to keep, perform and observe any and all promises, covenants, conditions and agreements set forth in this Lease on its part to be so kept, performed or observed within thirty (30) days after written notice of breach thereof from County, provided, however, that where fulfillment of any such promises, covenants, conditions or agreements requires activity over a period of time and Lessee shall have commenced to perform whatever may be required to cure the particular breach within thirty (30) days after receipt of the aforesaid thirty (30) days' notice and continues such performance diligently, an 'event of default' shall not occur so long as Lessee diligently pursues the performance of whatever may be required to cure the breach.

"(c) The abandonment, vacation or discontinuance of its use of the demised premises for a period of thirty (30) days at any one time after written notice from County calling attention to such abandonment, except when prevented by fire, earthquake, strikes or other calamity beyond its control.

"B. Lessee shall not be considered in default as to any provisions 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.

"C. Notwithstanding any of the foregoing, County shall not exercise any remedy available to it for an 'event of default' and will not forfeit the Lease unless County shall have given written notice of such default or defaults to any trustee, beneficiary or mortgagee under a deed of trust or mortgage affecting the demised premises or any part thereof. Such notice shall be sent simultaneously with the notice to Lessee referred to above. 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 the power to cure the events of default specified in the manner described below, and if all of said events of default are cured, this Lease shall remain in full force and effect. Said events of default may be cured in the following manner:

"(a) If the event of default be in the payment of rental, taxes, insurance premiums, utility charges, or any other sum of money, the 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 the event of default 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;

"(i) If the encumbrance holder cures, remedies and corrects the default within thirty-five (35) days after mailing of the

aforesaid notice of default to said encumbrance holder, or if curing of such default requires activity over a period of time and the encumbrance holder shall have commenced to perform whatever may be required to cure the particular default within thirty-five (35) days after mailing of the aforesaid notice and continues such performance diligently;

OR

"(i) If within sixty (60) days after the mailing of said notice to encumbrance holder by County said encumbrance holder commences foreclosure by judicial action or trust deed sale of its encumbrance, (said sixty-day period shall be extended by the time during which encumbrance holder is prevented from commencing foreclosure by any order, judgment or decree of any court or regulatory body of competent jurisdiction); and

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

"(iii) If within thirty-five (35) days after such foreclosure sale and the vesting of title free of redemption in the purchaser thereat (whether or not such purchaser is the encumbrance holder) said purchaser cures, remedies and corrects the default, or commences and diligently pursues the performance of the thing or work required to be done to cure, correct and remedy said default. If said event of default or any of the events of default at this time are not money defaults and are impossible to cure, said purchaser shall not be obligated to cure such event of default.

"D. If an event of default has occurred and has not been cured by Lessee, or an encumbrance holder under the provisions hereinafore set forth, then and in such event, at the option of County, a ten (10) days' notice shall be sent by County by registered mail to Lessee and any encumbrance holder and ten (10) days after mailing such notice; unless said event of default is cured, this Lease shall be forfeited. Upon such termination, Lessee's right to possession of the premises shall terminate and Lessee shall surrender possession thereof immediately. Upon exercise of such right by County, Lessee hereby grants County license to enter upon the demised premises and take possession thereof, including all improvements, equipment and inventory.

"E. 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 reinstatement of the 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, as amended, except to the extent that any provisions of this Lease are, through the passage of time or for other reasons, obviously inapplicable. Said reinstatement 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 reinstatement and shall also assign any subleases that may have been assigned to County under Paragraph 22.5 or otherwise assigned. Such sublease shall be subordinate to such reinstated 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."

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

"22. SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGEES AND SUCCESSORS.

"A. Subleases.

"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 (30) 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, or concession by Lessee, and the term 'sublessee' shall include any licensee, permittee or concessionaire of 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.

"B. Trust Deed Beneficiaries and Mortgagees.

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 encumbrance holder 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 encumbrance holder'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. One (1) copy of any and all security devices or instruments shall be filed with Director not later than seven (7) days after the effective date thereof, and Lessee shall give Director written notice of any changes or amendments thereto.

"The written consent of Lessor shall not be required in the case of:

" A transfer of this Lease at foreclosure sale of trust deed or at a judicial foreclosure or an assignment to the encumbrance holder in lieu of foreclosure;

"(ii) A subsequent transfer by an encumbrance holder who is a purchaser at such foreclosure sale or an assignee in lieu of foreclosure if the transferee is an established bank, savings and loan association or insurance company;

provided that in either such event the encumbrance holder forthwith gives notice to County in writing of any such transfer setting forth the name and address of the transferee, the effective date of such transfer and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this Lease, together with a copy of the document by which such transfer was made.

"Any transferee under the provisions of the above paragraph shall be liable to perform the obligations of the Lessee under this Lease only so long as such transferee holds title to the leasehold. Such transferee shall be liable to pay County any unpaid rentals and other charges that may be due County for any period of time prior to the time when such transferee takes possession of the property provided, however, that such obligation shall not be effective unless County shall have transmitted to encumbrance holder notice of the original Lessee's default within sixty (60) days after such default occurs.

"Any subsequent transfer of the leasehold shall not be made without the prior written consent of the County and shall be subject to the conditions relating thereto as set forth in Paragraph C of this Section.

"Any encumbrance holder shall not be obligated to cure any default or breach if said encumbrance holder is unable to secure possession of the property and if it is necessary for him to have possession in order for him to cure the default or breach. In the event that a period of time is necessary in order for the encumbrance

holder 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 encumbrance holder shall have all 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.

"C. Assignments.

"Except as in this Section 22 specifically hereinbefore provided, Lessee shall not, without the written consent of County, 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 including proceedings under Chapters X and XI of the Bankruptcy Act.

"D. Successors.

"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 assignee or sublessee."

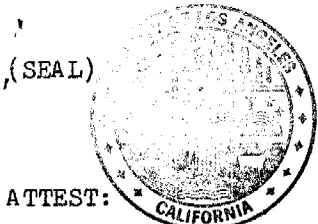
12. This Amendment No. 7 shall supersede any contrary provision in the Lease as amended by the previously recited recorded amendments. Any and all other terms and conditions contained in

the Lease, as so amended, which are not modified by this Amendment No. 7 shall remain in full force and effect and are hereby reaffirmed. County hereby consents to and ratifies the Sublease dated April 19, 1966, and the assignment of said Sublease to Benfid Realty Company dated December 9, 1966.

13. Benfid Realty Company hereby consents to the amendments hereinbefore recorded and to the amendments herein contained and agrees that its sublease shall be subject to the Lease amended as hereinbefore described.

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 and Sublessee have executed this amendment to lease, or caused it to be duly executed, the day, month and year first above written.

DATED March 19, 1968.



ATTEST:

JAMES S. MIZE, Clerk of the Board of Supervisors

By Winifred Bevan
Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By James A. Johnson
Deputy

COUNTY OF LOS ANGELES

By Frank R. Harter
Chairman, Board of Supervisors

LINCOLN ROSE COMPANY

By Wm. M. Shapiro
President
By Ed. McDowell
Asst. Secretary

(SEAL)

BENFID REALTY COMPANY

By Wm. M. Shapiro
President
By Ed. McDowell
Asst. Secretary

(SEAL)