AMENDMENT NO. 11 TO LEASE NO. 4709
PARCEL NO. 64 - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 24th day of
December, 1979

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

AND JACKBILT, INC., a California
corporation, hereinafter referred
to as "Lessees",

W I T N E S S E S T H:

WHEREAS, Lessee and County have, on the twenty-first day of
July, 1961, entered into a lease under which County leased that
certain real property in the Marina del Rey Small Craft Harbor
known as Parcel No. 64, which premises are legally described in
Exhibit "A" attached to said lease as amended; and

WHEREAS, the County has determined that in order to handle
safely and expeditiously increased bicycle traffic, it is in the
public interest to construct a bicycle path, a portion of which
alignment extends across a portion of the leasehold hereunder
demised; and

WHEREAS, Lessee has agreed to surrender that portion of the
leasehold premises needed to effect construction of said bicycle
path; and

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

1. Lessee releases and County accepts the return of all
rights and interest of that certain portion of Lease Parcel 64
which portion contains 2,879 square feet and is hereinafter referred
to as Parcels XA and XS, and is legally described in Exhibit "A"
which is attached hereto and by reference incorporated herein.

2. It is hereby acknowledged and agreed that the demised
promises shall hereafter be comprised of 278,276 square feet as
legally described in Exhibit "B" which is attached hereto and by this reference incorporated herein, which premises shall henceforth be designated Lease Parcel 64T.

3. Section 7 (SECURITY DEPOSIT) of said lease is amended by deleting the amount of SEVEN THOUSAND SEVEN HUNDRED THIRTY-ONE AND 75/100 DOLLARS ($7,731.75) from Paragraph 1, Lines 2 and 3 and substituting the amount of SEVEN THOUSAND SIX HUNDRED FIFTY-TWO AND 58/100 DOLLARS ($7,652.58) therefor.

4. Section 12 (SQUARE FOOT RENTAL) of said lease is amended by deleting the first paragraph and substituting the following therefor:

"The annual square foot rental for the whole of the demised premises shall be eleven cents ($0.11) per square foot of land. The total annual rental for the entire leasehold shall be THIRTY THOUSAND SIX HUNDRED TEN AND 36/100 DOLLARS ($30,610.36)."

5. The effective date of this amendment shall be the first day of the month following execution by the Chairman of the Board of Supervisors.

6. 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.

ATTEST:

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

[Signature]

By [Signature]

THE COUNTY OF LOS ANGELES

[Signature]

Chairman, Board of Supervisors

JACKBILT, INC., a California corporation

[Signature]

By [Signature]

Approved as to Form:

JOHN H. LARSON
County Counsel

[Signature]

By [Signature]