

4709-513

AMENDMENT NO. 13 TO LEASE NO. 4709
Parcel No. 64T - Marina del Rey

ADJUSTMENT OF RENT AND LIABILITY INSURANCE

THIS AMENDMENT TO LEASE is made and entered into this 14th day
of April, 1996.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter referred
to as "COUNTY,"

AND

JACKBILT, INC., a California
Corporation, hereafter referred
to as "LESSEE."

WITNESSETH:

WHEREAS, Lessee and County entered into Lease No. 4709 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County Of Los Angeles, State of California, now commonly known as Parcel 64T, which leasehold premises are more particularly and legally described in Exhibit "A" (the "Premises") attached to and incorporated in said Lease, as amended (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 15 of said Lease provides that as of May 10, 1992 and as of May 10 every tenth (10th) year thereafter (each such date is hereafter referred to as a "Rental Adjustment Date"), the square foot rental, all categories of percentage rentals, and liability insurance requirements (hereafter collectively referred to as the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15; and

WHEREAS, said Section 15 further provides that such readjustments shall be accomplished by agreement of the parties and in the event such agreement cannot be reached, the readjustments shall be settled by binding arbitration in the manner set forth at length in said Section 15; and

WHEREAS, the parties were unable to reach agreement regarding the proper readjustments to be made to the square foot and percentage rentals for the ten year period commencing May 10, 1992 (hereafter referred to as the "1992 Rental Adjustment Date") and an arbitrator was appointed in accordance with said Section 15 of the Lease; and

WHEREAS, the arbitrator has rendered his ARBITRATION AWARD adjusting the square foot and percentage rents for the ten year period commencing on the 1992 Rental Adjustment Date, which ARBITRATION AWARD, dated January 12, 1996, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the parties hereto have mutually arrived at an agreement as to the amount of liability insurance to be provided by Lessee for the Premises for the ten year period commencing on the 1992 Rental Adjustment Date;

NOW, THEREFORE, in consideration of the ARBITRATION AWARD, mutual agreements, covenants and conditions contained herein, the parties, and each of them, agree as follows:

1. The first paragraph of Section 12 (SQUARE FOOT RENTALS) of said Lease is hereby amended to read as follows:

"The annual square foot rental for the whole of the Premises herein demised shall be 75% of all rent payable with respect to calendar year 1991."

2. The second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said Lease is hereby deleted and the following substituted therefor:

"Lessee shall maintain in full force and effect during the term of this lease general liability insurance in comprehensive or commercial form, with a combined single limit of \$12,500,000 per occurrence for bodily injury and property damage liability. The County and the Board of Supervisors, their officers, agents, and employees shall be named as additional insureds under such liability insurance policy or policies."

3. This amendment shall be deemed effective as of May 10, 1992, however lessee shall secure liability insurance in the amount described in Paragraph 2, above, no later than 30 days after the approval of this Lease Amendment by the Los Angeles County Board of Supervisors.

4. Every other term and condition contained in said Lease shall remain in full force and effect and is hereby reaffirmed.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this amendment to lease to be subscribed by the Chair of said Board and attested by the Clerk thereof, and the Lessee has executed the same the day and year first hereinafter written.

Dated April 14th, 1995

"LESSEE":

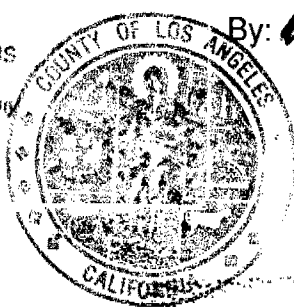
JACKBILT, INC., a California Corporation

By: [Signature] V.P.

By: [Signature] Sec.

ATTEST: JOANNE STURGES
EXECUTIVE OFFICER -
CLERK OF THE BOARD OF SUPERVISORS

By: [Signature], Deputy



COUNTY OF LOS ANGELES
By: [Signature]
Chair, Board of Supervisors

APPROVED AS TO FORM

DeWitt W. Clinton,
County Counsel

By: [Signature]
Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11

MAY 14 1996

[Signature]
JOANNE STURGES
EXECUTIVE OFFICER