

AMENDMENT NO. 10 TO LEASE NO. 11525  
 PARCEL NO. 75W—MARINA DEL REY

THIS AMENDMENT TO LEASE is made and entered into this 7 day  
 of September, 2004 (the "Effective Date"),

**BY AND BETWEEN**

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

**AND**

**DEL REY PROFESSIONAL  
 ASSOCIATION, a general  
 partnership, hereinafter referred to  
 as "Lessee."**

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 11525 under the terms of which County leased to Lessee's predecessor in interest 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 75, which leasehold premises (the "Premises") are more particularly and legally described in Exhibit "A" 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 3 of said Lease provides that the Premises shall be used only and exclusively as offices for the practice of medicine and dentistry, laboratories and other facilities associated with the practice of medicine and dentistry, and as offices for the practice of other professions; and

WHEREAS, the parties have agreed to amend Section 3 to permit the installation of apparatus for wireless telecommunications and/or fiber optic cable on the Premises; and

WHEREAS, the parties have also agreed to amend Section 13 of said Lease to establish the percentage rental rate applicable to gross receipts collected by Lessee from subleases for rental of Premises for installation of apparatus for wireless telecommunications and fiber optic cable, with exception to an existing sublease to which gross receipts subsection (s) shall apply; and

WHEREAS, Section 15 of said Lease provides that as of September 1, 1987, and as of September 1st of every tenth (10th) year thereafter (the "Rental Adjustment Date"), the square foot

rental and percentage rentals, and liability insurance limits (collectively, the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15; and

WHEREAS, 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 submission of the issue to a single retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any Federal District Court or Court of Appeals, in the manner set forth at length in said Section 15; and

WHEREAS, the parties have agreed to adjust the square foot rental for the ten-year period commencing on September 1, 1997 (the "1997 Rental Adjustment Date"); and

WHEREAS, the parties were unable to reach agreement regarding the proper adjustments to be made to the percentage rentals for the ten-year period commencing on the 1997 Rental Adjustment Date; and

WHEREAS, a duly appointed single retired judge has rendered his opinion regarding the Adjusted Rentals to be implemented as of the 1997 Rental Adjustment Date; and

WHEREAS, Section 26 of the Lease provides that the amounts of casualty insurance required to be maintained by Lessee shall be subject to renegotiation at the same time and in the same manner as the amounts of rent under the Lease; and

WHEREAS, the parties have reached agreement with respect to the amount of casualty insurance required to be maintained by Lessee for the ten-year period commencing on the 1997 Rental Adjustment Date; and

WHEREAS, Lessee filed a Claim for Damages to Person or Property, ("Claim for Damages") against the County in connection with Lessee's attempt to obtain consent to sublease for the installation of apparatus for wireless telecommunications and fiber optic cable; and

WHEREAS, Lessee has agreed to withdraw its Claim for Damages against the County and release County from any potential damages and liability arising therefrom;

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

1. **Purpose or Use of Property.** Commencing as of the 1997 Rental Adjustment Date, the first paragraph of Section 3 (PURPOSE OR USE OF PROPERTY) of said Lease is amended to read as follows:

"The leased premises shall be used only and exclusively for construction, operation and maintenance of an office building, which may include offices for the practice of medicine and dentistry; laboratories and other facilities commonly associated with the practice of medicine and dentistry; and, at the option of the Lessee, offices for the practice of other professions such as but not limited to law, engineering, and architecture; and, at the option of the Lessee and with prior written approval of County, apparatus for wireless telecommunications and fiber optic cable, and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose."

2. **Square Foot Rental.** Commencing as of the 1997 Rental adjustment Date, the first paragraph of Section 12 (SQUARE FOOT RENTAL) of said Lease is amended to read as follows:

"Effective September 1, 1997 and every three years thereafter, the annual square foot rental for the whole of the Premises shall be readjusted to equal seventy-five percent (75%) of the annual average of all rents payable by the Lessee under Section 13 of the Lease for the immediately preceding three-year period, provided that no adjustment shall result in a decrease of the square foot rental."

3. **Percentage Rental.** Commencing as of the 1997 Rental Adjustment Date, subsections (c), (f) and (t) of Section 13 (PERCENTAGE RENTALS) are deemed deleted and the following subsections (c), (f) and (t) are correspondingly substituted therefor:

"(c) (i) SEVEN AND ONE-HALF PERCENT (7.5%) of gross receipts or other fees charged for the occupancy of structures and other facilities other than Offices, such as (1) apartments, (2) hotel and/or motel accommodations, (3) house trailers, (4) meeting rooms, (5) rental of land and/or water or facilities for activities not otherwise provided for in this Section such as but not limited to television and/or motion pictures, and (6) parking fees or charges except where such parking fees or charges are collected in conjunction with an activity, the gross receipts from

which are required to be reported in a percentage category greater than SEVEN AND ONE HALF PERCENT (7.5%).

"(ii) ELEVEN PERCENT (11%) [for the period from September 1, 1997 through August 31, 2002] and TWELVE PERCENT (12%) [for the period from September 1, 2002 and thereafter] of gross receipts or other fees charged for the occupancy of offices utilized for banking, financial or investment activities, internal clerical or administrative activities of business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, or similar professional services (collectively, "Offices"), but not to include, however, stores, shops or other commercial establishments, the gross receipts pertaining to which are subject to percentage rentals and specifically required to be reported under other subsections of this Section.

"(f) FIVE PERCENT (5%) of gross receipts received by Lessee or sublessee or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee from service enterprises; FIFTY PERCENT (50%) of gross receipts received by Lessee from rental of Premises for installation of apparatus for wireless telecommunication facilities or fiber optic cable, except that, commencing as of the Effective Date, the gross receipts collected by Lessee from its sublease with Cox PCS Assets, LLC (the "Cox Sublease"), covering those specific wireless telecommunication facilities that were approved by the Marina del Rey Design Control Board in October 2000, shall be reported under subsection (s) during the remaining term of said sublease, including any optional terms provided for therein. Any material modification or amendment made to the Cox Sublease shall cause it to be considered a new wireless telecommunication sublease and the gross receipts thereof shall be reported under category (f) at the rate of FIFTY PERCENT (50%). A material modification is deemed to have been made if it expands the physical dimensions of the existing facility, lengthens the term of the sublease, creates a new agreement or modifies an existing agreement so that a new third party, not a successor in interest to the existing tenant, will have the use of the facilities, whether such an agreement be called a sublease, sublicense, an indefeasible right to use, or by any other names. For the purpose of this paragraph only, modifications such as upgrading of facilities to meet technological advancement or regulatory requirements, shall not be considered a material modification, provided that they do not expand the physical dimensions of the existing facility.

"(t) TWO AND ONE-HALF PERCENT (2.5%) of gross receipts from pharmacy sales."

4. **Reconciliation Rent.** The amount owed by Lessee to County representing the difference between (i) the actual rents paid by Lessee under the rental rates in effect prior to the

effectiveness of this Lease Amendment from the 1997 Rental Adjustment Date to the Effective Date and (ii) the sum which is calculated to be due for rental rates from the 1997 Rental Adjustment Date to the Effective Date based upon the rental adjustments set forth in this Lease Amendment ("Reconciliation Rent") shall be paid by Lessee to County within ten (10) days following the Effective Date.

5. **Indemnity Clause and Casualty Insurance.** Commencing as of the Effective Date, the liability insurance limit shall be no less than a combined single limit of \$5,000,000, or such greater amount as may be required by any holder of an encumbrance on the Premises, which has been approved in accordance with Section 22 of the Lease. 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.

6. **Release.** By execution of this Amendment, Lessee hereby withdraws its Claim for Damages filed with the County in connection with its attempt to obtain County consent to a sublease for installation of a wireless telecommunications and fiber optic cable, and releases and forever discharges the County and any and all of its departments, divisions, elected officials, employees and agents who are or may ever become liable to Lessee of and from any and all claims, demands, damages, actions and causes of action of every kind, known or unknown, arising out of or in any way connected with the allegations set forth in its Claim for Damages, and hereby waives all rights under California Civil Code Section 1542, relating to or arising from said allegations, which Lessee represents and warrants it has read, and understands the meaning and effect of its waiver of the rights thereunder.

7. **Miscellaneous.** Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby.

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 thereof, and the Lessee has executed the same.

LESSEE:

DEL REY PROFESSIONAL ASSOCIATION,  
a general partnership,

By: Ronald McBride, MD

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



COUNTY:

By: Don Krabe

Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,  
Executive Officer of the  
Board of Supervisors

By: [Signature]  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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SEP 07 2004

Violet Varona-Lukens  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER