AMENDMENT NO. 3 TO LEASE FOR PARCEL 76R MARINA DEL REY

SUPPLEMENT Z

THIS AMENDMENT TO LEASE made this 34th day of Opil,

BY AND BETWEEN

APPROVED BY BOARD OF SUPERVISORS

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

AND

OCT 24 1964

STONE & STONE, a partnership, here-inafter referred to as "Lessee,"

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JAMES S. MIZE Clerk of the Roard WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the seventeenth day of April, 1964, entered into a lease of premises, commonly referred to as Parcel 76R, Marina del Rey, and situated in the Marina del Rey Small Craft Harbor of the County of Los Angeles, State of California; and

WHEREAS, the Board of Supervisors on the twenty-seventh day of October, 1964, adopted a resolution authorizing a certain amendment to the provisions of said lease.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions contained herein, it is mutually agreed as follows:

1. SECTION 21 (DEFAULT) IS AMENDED BY ADDING THE FOLLOWING SUBPARAGRAPHS TO READ AS FOLLOWS:

"In the event Lessee shall default in the keeping, observing and performing of any or all of the covenants, conditions and agreements required to be kept, observed or performed by Lessee as herein provided, and if this lease shall be forfeited by County by reason of any such default, or in the event there is a voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, such forfeiture, surrender or mutual cancellation shall not constitute a termination of that certain sublease by and between the Lessee herein and Marina Federal Savings and Loan Association covering that portion of the demised premises described in Exhibit "A" attached hereto and incorporated herein nor shall said forfeiture, surrender or mutual cancellation constitute

a termination of Lessee's right and title as sublessor in and to said sublease. However, any forfeiture, surrender or cancellation shall be deemed to be an automatic assignment by Lessee herein to County of said Lessee's right and title as sublessor in and to said sublease and upon such assignment, but only insofar as the premises covered by said sublease are concerned, said sublessee shall become the direct Lessee of County and shall be bound by all the terms and conditions of this lease except to the extent that the sublease provides that any particular term, covenant, or condition contained therein shall supersede any of the terms, covenants or conditions of the master lease."

2. 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 Amendment to 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.

By Chairman, Board of Supervisors

ATTEST:

JAMES S. MIZE, Clerk of the Board loard of Supervisors

By Weinger Activalen Deputy

STONE & STONE, a partnership

^PPROVED AS TO FORM:

HAROLD W. KENNEDY, County Counsel

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