

AMENDMENT NO. 5 TO LEASE NO. 8042
PARCEL 76S - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 15th
day of August, 1968,

BY AND BETWEEN
APPROVED BY
BOARD OF SUPERVISORS

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

AND **AUG 13 1968**

STONE & STONE AND GOLDRICH &
KEST, a joint venture, herein-
after referred to as "Lessee,"

James S. Moore
JAMES S. MOORE
EXECUTIVE OFFICER

WITNESSETH:

WHEREAS, on April 17, 1964, the County and the predecessors
in interest of Lessee entered into a lease of certain premises
now known as Parcel 76S, Marina del Rey; and

WHEREAS, it is the desire of the parties hereto and in the
public interest to extend the planning and construction periods
in consideration for an increase in the aggregate required con-
struction on the premises demised by said lease and establishing
a date certain for full rent;

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. THE FIRST PARAGRAPH OF SECTION 5 (PLANS AND SPECIFICA-
TIONS FOR REQUIRED CONSTRUCTION) OF SAID LEASE IS DELETED AND THE
FOLLOWING SUBSTITUTED THEREFOR:

Prior to commencing construction, Lessee shall file with
Department six (6) sets of schematic plans, construction cost
estimates and outline specifications; after approval of said sche-
matic plans and prior to commencing construction, Lessee shall file
with Department six (6) sets of preliminary plans and outline
specifications; after approval of said preliminary plans and out-
line specifications and prior to commencing construction, Lessee
shall file with Department six (6) sets of final plans, construction

cost estimates and specifications for the construction of permitted improvements upon the aforesaid premises, the cost of which land improvements shall be estimated to be not less than the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

2. SECTION 6 (REQUIRED CONSTRUCTION SCHEDULE) OF SAID LEASE IS DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED THEREFOR:

Lessee expressly covenants and agrees that after the approval of the final plans and specifications as provided for in Section 5, Lessee shall in good faith commence construction of the improvements described therein, including required and underground laterals for power, light, telephone, television, sewer, water (including fire lines), gas lines and landscaping; such construction shall be performed in accordance with said approved plans and specifications and shall be diligently prosecuted to completion. In the event that any addition, deletion, and/or modification to the work as shown on said approved final plans should be necessary, Lessee agrees to submit to Department for approval appropriate drawings and/or specifications depicting the nature and extent of such addition, deletion or modification prior to commencing construction thereof. No additional improvements shall be constructed prior to approval of nature, extent, and design thereof by Director.

In the event that any County-owned improvements may be damaged as a result of said construction, Lessee agrees to repair such damage immediately at no cost to County, or, in the event Lessee does not so repair said damage immediately and to County's satisfaction, County may enter upon the premises to make such repairs, the cost of which shall be paid by Lessee immediately upon demand.

Lessee agrees, that in the event a median opening is constructed in Admiralty Way, essentially as shown and identified on Exhibit "A" attached hereto and incorporated by reference herein, Lessee will provide and maintain continuously for the term of this lease and for the benefit of the tenants, customers and invitees

of Parcel 150, a continuous, unobstructed automobile traffic access having a minimum width of eighteen feet (18'-0") to afford simultaneous travel in both directions, between the common boundary of Parcels 76S and 150 and the existing access driveway located in the westerly boundary of said Parcel 76S, shown and identified on said Exhibit "A" as "Entrance No. 1," provided that any pavement or other improvement necessary to facilitate the use of said access which is not otherwise provided by the improvement of Parcel 76S may be required to be provided in a manner acceptable to Lessee and County by the Lessee of Parcel 150.

3. SECTION 12 (SQUARE FOOT AND HOLDING RENTALS) OF SAID LEASE IS AMENDED BY ADDING THE FOLLOWING PARAGRAPH:

Notwithstanding any other provisions of this Section, full square foot rental shall begin on January 1, 1970, regardless of whether construction is completed, under planning, or in progress.

4. Any and all other terms and conditions in the present agreement are hereby reaffirmed and shall remain unaffected and in full force during the term of the agreement and any extensions thereof.

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 has executed this amendment or caused it to be duly executed.

STONE & STONE AND GOLDRICH & KEST,
a joint venture composed of
Edward Stone, Leo Stone, Jona Goldrich and Sol Kest

ATTEST:

JAMES S. MIZE, Clerk
Board of Supervisors

By Wenifred D. ...
Deputy

By [Signature] Jona Goldrich
By [Signature] Sol Kest
By [Signature] Leo Stone
By [Signature] Edward Stone

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By [Signature]
Deputy

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors