

**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE NO. 8042
PARCEL 76 – MARINA DEL REY SMALL CRAFT HARBOR**

THIS AMENDMENT TO LEASE (“Amendment”) is made and entered into as of August 31, 2005 (“Effective Date”),

BY AND BETWEEN

COUNTY OF LOS ANGELES,
hereinafter referred to as “County,”

AND

MARINA-AIRPORT BUILDING, LTD.,
a California limited partnership,
hereinafter referred to as “Lessee.”

WITNESSETH

WHEREAS, County and Lessee entered into that Amended and Restated Lease dated July 18, 2000 and identified as Lease No. 8042, 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 76, 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”);

WHEREAS, Section 3.4 of the Lease gives County the right (“County Parking Right”) to elect to enter into an agreement with Lessee to provide for County use a certain number of parking spaces in the parking structure on the leasehold premises; and

WHEREAS, County Parking Right is set to expire on the fifth (5th) anniversary of the Execution Date of the Lease and the parties hereto wish to extend the expiration date of the County Parking Right for another five (5) years and one (1) day, commencing July 18, 2005.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. Commencing as of the Effective Date, Section 3.4 of the Lease shall be amended and restated as follows:

“3.4. County Parking Rights. County shall have the right to elect to require Lessee to enter into a recordable agreement with County providing for County operation and use of portions of the parking structure on the Premises as more specifically provided herein (the “Parking Covenant”), provided that County notifies Lessee in writing of County’s election to do so no later than July 19, 2010. If County elects to exercise its right to cause Lessee to enter into the Parking Covenant, County and Lessee agree promptly (and shall attempt within thirty (30) days) to prepare and to execute any additional documentation as may be reasonably required by County or Lessee to evidence the County’s rights provided hereunder. County’s rights under the Parking Covenant may be licensed or subleased by County in connection with such permitted uses only, but shall not be otherwise assignable without the consent of Lessee. The Parking

Covenant shall commence upon the earlier of (i) the date upon which County commences actual use of the parking spaces subject to the Parking Covenant and (ii) August 1, 2010. The term of the Parking Covenant shall be for the balance of the Term hereof. Notwithstanding the foregoing, prior to the date that the Parking Covenant commences in accordance with this Section 3.4, the parking spaces located within the existing parking structure or on surface lots located on the Premises to which access is controlled by Lessee shall be open and available to the general public on weekends and holidays when and as requested by Director; however, the extent to which Lessee is required to make the parking structure and surface lot available for use by the general public shall be subject to the parking requirements of Lessee's approved subleases."

2. Commencing as of the Effective Date, Section 3.4.4 of the Lease shall be amended and restated as follows:

"3.4.4. Payment for County Usage of Parking Spaces. From the date that the Parking Covenant commences in accordance with Section 3.4 through July 31, 2011, County shall pay Lessee the sum of twelve dollars and ninety cents (\$12.90) per legally striped parking space per month (as such amount may be adjusted pursuant to this Section 3.4.4, the "Parking Space Rental Rate") for each legally striped parking space in the parking levels rented pursuant to the Parking Covenant in that Lease Year (the "Parking Space Rent"). Parking Space Rent for any partial calendar month will be prorated based on the number of days in the calendar month. During the term of the Parking Covenant, the Parking Space Rent will be paid by the County monthly, in advance, on or before the 1st day of each calendar month (any partial month at the commencement of the Parking Covenant to be included in the Parking Space Rent for the first full calendar month of the term of the Parking Covenant). As of August 1, 2011, and on each August 1st thereafter (each, an "Adjustment Date"), the Parking Space Rental Rate shall be adjusted to be an amount determined by multiplying the Parking Space Rental Rate by a fraction in which the numerator is the Consumer Price Index for the month of May immediately preceding the Adjustment Date, and the denominator is the Consumer Price Index for the month of May one (1) year and three (3) months prior to the Adjustment Date."

3. Except where specifically defined herein, all capitalized terms in this Amendment shall have the meanings given such terms in the Lease.

4. 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 re-acknowledges their respective obligations under the Lease as amended hereby.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first set forth above.

LESSEE:

MARINA-AIRPORT BUILDING, LTD.

By: Alta Group GP, LLC, its general partner

By: [Signature]
Jona Goldfrich, its Manager

By: Second Street Group GP, LLC, its general partner

By: [Signature]
Michael Kest, its Manager

By: Trizec Holdings, Inc. its general partner

By: [Signature]
Paul Layne, Executive Vice President

By: [Signature]
Mark C. Phillips, Vice President

COUNTY:



COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors
CHAIRMAN PRO TEM, BOARD OF SUPERVISORS

ATTEST:

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

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy

By: [Signature]
Deputy