

AMENDMENT NO. 2 TO LEASE NO. 12157
PARCEL 94, MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT TO LEASE made and entered into this 12th
day of August, 1980.

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,"

W I T N E S S E T H

WHEREAS, on the sixth day of June, 1967, County and the predecessors in interest of Lessee entered into Lease No. 12157 under the terms of which Lessee is leasing from County 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 94 which leasehold premises are more particularly and legally described in Exhibit "A" attached to and incorporated in said lease; and

WHEREAS, it is now the desire of County to construct on a portion of said leasehold premises a public sidewalk which, if effected, will become an element of the improvements constituting a public thoroughfare known as "Admiralty Way"; and

WHEREAS, Lessee is willing to reduce the area of said leasehold premises for the purpose of providing right of way for the construction of a public sidewalk provided that the rental for said premises as presently defined in Section 12 entitled "SQUARE FOOT AND HOLDING RENTALS," of said Lease No. 12157 be reduced in an equitable proportion, County concurring therewith;

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

1. The total area of the leasehold constituting Parcel 94 shall be reduced approximately by 409 square feet as shown on the map attached hereto.

2. The remaining area of the leasehold is hereby acknowledged to encompass 39,971 square feet which is more particularly and legally described in Exhibit "A" which is hereto attached and hereby incorporated herein and which area shall henceforth be referred to as Parcel 94R.

3. Section 7(RENTAL PAYMENT SECURITY) of said Lease is hereby amended by deleting the section in its entirety and the following is substituted therefor:

"7. RENTAL SECURITY DEPOSIT

County hereby acknowledges receipt from Lessee of the sum of SEVEN HUNDRED NINETY NINE, 42/100 DOLLARS (\$799.42). This sum, which is an amount equal to approximately three (3) months' minimum bid rental, shall be retained by County as a security deposit to cover delinquent rent and any other financial obligations of the Lessee under this lease, and shall be so applied at the discretion of County.

In the event all or any part of said sum so deposited is applied against any rent or other financial obligations of Lessee due and unpaid, the Lessee shall immediately reimburse the County an amount equal to that portion of the security deposit applied by County so that at all times during the life of this lease said full security deposit shall be maintained with County. Failure to maintain the full amount of security deposit shall constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the Lessee shall be returned.

At any time subsequent to the first three (3) years of the term of this lease, Lessee may, with approval of the Director, substitute for said

cash security deposit a corporate surety bond issued by a surety company licensed to transact business in the State of California, or such other bond or written undertaking satisfactory to Director, in an amount equal to said deposit."

4. Section 12 (SQUARE FOOT AND HOLDING RENTALS) of said lease is deleted in its entirety and the following substituted therefor:

"12. SQUARE FOOT RENTAL

The annual square foot rental for the whole of the demised premises shall be \$0.08 per square foot as to 39,971 square feet of land area. The total annual rental for the entire leasehold shall be THREE THOUSAND ONE HUNDRED NINETY SEVEN AND 68/100 DOLLARS (\$3,197.68).

Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month."

5. County hereby agrees that, in the event County proceeds to construct the above-mentioned public sidewalk, it shall assume full responsibility for the protection and safeguarding of Lessee's premises and improvements including, but not necessarily limited to, providing retaining walls as may be required to maintain the existing grade on the leasehold, repairing and or relocating as necessary any existing irrigation system components, and relocating or replacing any existing trees and/or shrubs that may interfere with said construction, together with any other work directly attributable to County's construction.

Lessee shall not be obligated to pay any costs of such work and hereby grants to the County of Los Angeles, its agents or assigns, for a period not to exceed one year from the effective date hereof, permission to enter upon that portion of the real property described in Exhibit "A" which is attached hereto for the purposes necessarily incident to the construction of the proposed public sidewalk.

6. The effective date of this amendment shall be the first day of the month immediately following the execution of this amendment.

7. All other terms and conditions contained in said lease and the amendments thereto shall remain in full force and effect and are hereby reaffirmed and ratified.

DEL REY PROFESSIONAL ASSOCIATION,
a general partnership

By C. Ronald McBride, M.D., President, Executive Committee
H. Prillwitz, M.D., Sec. Exe. Com.

ATTEST:

JAMES S. MIZE, Executive
Officer-Clerk of the
Board of Supervisors



By Ivan Landers
Deputy

APPROVED AS TO FORM:
JOHN H. LARSON
County Counsel

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

By [Signature]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

82

AUG 12 1980

[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER

TO 1946 CA (8-74)
(Partnership)



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On June 30, 1980

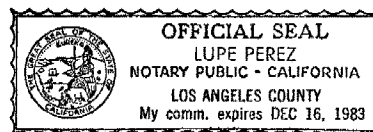
before me, the undersigned, a Notary Public in and for said State, personally appeared C. RONALD MCBRIDE, M.D., President of the Executive Committee & HERBERT PRILLWITZ, M.D., Secretary of the Executive Committee

known to me
to be Two of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

STAPLE HERE

Signature [Signature]



Legal Description

MARINA DEL REY
LEASE PARCEL NO. 94R

EXHIBIT A

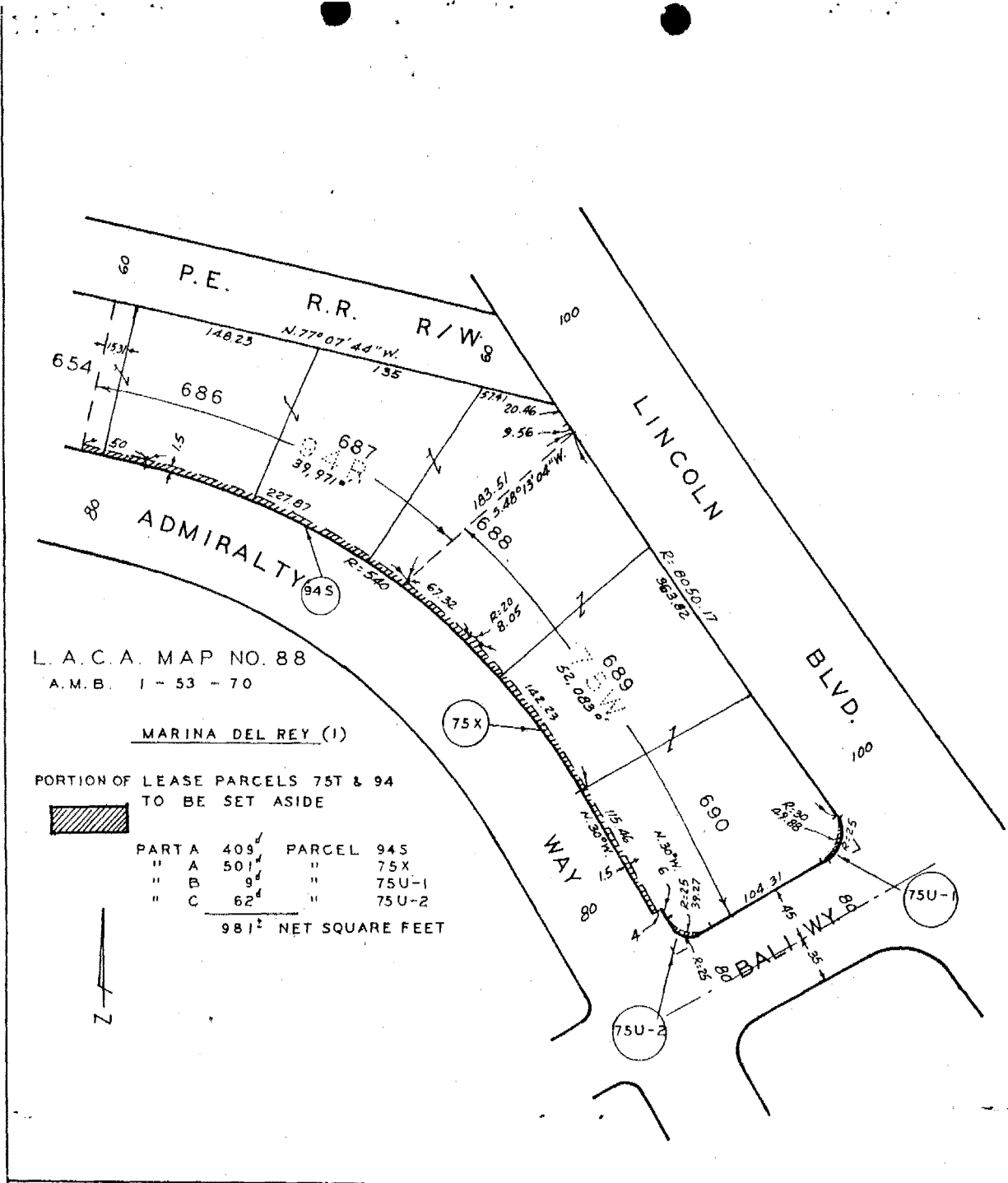
Those portions of Parcels 654, 686, 687 and 688, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Registrar-Recorder of said County, within the following described boundaries:

Beginning at the northwesterly terminus of the northeasterly boundary of said Parcel 688; thence South 32°36'06" East along said northeasterly boundary 20.46 feet to the northwesterly terminus of that certain 8050.17 foot radius curve in said northeasterly boundary; thence southeasterly along said certain curve 9.56 feet to a point, a radial of said certain curve to said point bears South 57°19'49" West; thence South 48°13'04" West 183.51 feet to a curve concentric with and 1.5 feet northeasterly, measured radially, from that certain 540 foot radius curve in the southwesterly boundary of said Parcel 688; thence northwesterly and westerly along said concentric curve 227.87 feet to a line parallel with and 1.5 feet northerly, measured at right angles, from the straight line in the southerly boundary of said Parcel 686; thence North 77°04'44" West along said parallel line 50.00 feet to the westerly line of the easterly 15.31 feet of said Parcel 654; thence North 12°52'16" East along said westerly line 123.50 feet to the northerly line of said last mentioned parcel; thence South 77°07'44" East along the northerly lines of said Parcels 654, 686, 687 and 688 a distance of 355.95 feet to the point of beginning.

Reserving and excepting unto the County of Los Angeles 10 foot rights of way for access, powerline and harbor utility purposes over those portions thereof designated on said map as easements to be reserved by said County for such purposes.

DESCRIPTION APPROVED
July 11, 1979
STEPHEN J. KOONCE
County Engineer

By *Agustin A. Arvan* Deputy



L.A.C.A. MAP NO. 88
 A.M.B. 1-53-70

MARINA DEL REY (I)

PORTION OF LEASE PARCELS 75T & 94
 TO BE SET ASIDE



PART	409	PARCEL	945
" A	501	"	75X
" B	9	"	75U-1
" C	62	"	75U-2

981² NET SQUARE FEET



COUNTY OF LOS ANGELES / SMALL CRAFT HARBORS

DATE 5-30-80	A.M.B.	SUP. DIST 4TH	1" = 100'	COUNTY OWNED PROPERTY TO BE SET ASIDE FOR PUBLIC ROAD & HIGHWAY PURPOSES	JOB NO. ADMIRALTY PARK
THO. GUIDE 49 E-5	I.M.	RD. DIST.	D.R.		PROJECT