

7073
SUPPLEMENT 11

AMENDMENT NO. 11 TO LEASE NO. 7073
PARCEL 111S - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 10th
day of June, 1969

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter
called "County,"

AND MARINA POINT, LTD., a limited part-
nership, hereinafter called "Lessee,"

WITNESSETH:

WHEREAS, on June 28, 1963, the predecessors in interest of
the Lessee and County entered into a lease of certain premises now
known as Parcel 111S, Marina del Rey, as more particularly described
and illustrated in Exhibit "A" to Amendment No. 10 to said lease
and incorporated therein by reference; and

WHEREAS, the aforesaid lease was amended on August 14, 1963
(Amendment No. 1), August 14, 1963 (Amendment No. 2), October 3,
1963 (Amendment No. 3), March 20, 1964 (Amendment No. 4), August 12,
1966 (Amendment No. 5), February 14, 1967 (Amendment No. 6),
February 14, 1967 (Amendment No. 7), August 6, 1968 (Amendment No. 8),
August 6, 1968 (Amendment No. 9), and ~~May~~ ^{June} 10, 1969, (Amendment
No. 10); and

WHEREAS, because of the many previous amendments to said
lease, it is the desire of the parties for purposes of clarification
to consolidate and incorporate into a single, integrated Amended
Lease all applicable portions of said Amendments No. 1 through 10,
provided, however, in doing so, it is not the intent of the parties
to alter or amend the terms or conditions of said prior amendments
unless herein specifically provided; and

WHEREAS, Section 10(c) of the lease requires Lessee to
furnish a bond guaranteeing removal of all debris; and

APPROVED BY
BOARD OF SUPERVISORS

JUN 10 1969
James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

WHEREAS, the parties agree that it is impractical and unnecessary to furnish and maintain such a bond, and for that reason desire to delete said Section 10(c); and

WHEREAS, in order to make the lease more compatible with the requirements of financial lenders, it is the desire of the parties hereto to amend Sections 21 and 22 of this lease in certain respects; and

WHEREAS, Lessee desires that the existing leasehold be divided into two separate leasehold estates to facilitate the further development of said premises and to provide for the financing thereof; and

WHEREAS, in order to implement the division of said leasehold, it is necessary to amend said lease to delete a total of 1,107,236 square feet from the premises demised herein, which portion to be deleted is more particularly described and illustrated in Exhibit "B" attached hereto and incorporated herein by reference, and which portion to be deleted shall hereafter be known as Parcel 112T, Marina del Rey; and

WHEREAS, the aforementioned Parcel 112T shall be subject to a separate amended lease with terms and conditions identical to this lease, except that said amended lease applicable to Parcel 112T shall provide that Lessee shall pay rent on 1,042,977 square feet, which area excludes from said total area 64,259 square feet, constituting that certain right of way identified on Exhibit "B" as "Bora Bora Way"; and

WHEREAS, as a result of said deletion of said portion of the leasehold premises hereafter to be known as Parcel 112T, it is necessary to redesignate the remaining premises covered by this lease as Parcel 111T, Marina del Rey, and otherwise to amend the effective legal description as provided and illustrated in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, as a result of said deletion of 1,107,236 square feet from the premises demised herein, it is agreed that the adjusted total area of Parcel 111T is 722,903 square feet and that Lessee shall pay rent as provided by Section 12 hereafter on 716,909 square feet, which area excludes from said total 5,994 square feet constituting that certain right of way identified on Exhibit "A" as "Bora Bora Way"; and

WHEREAS, to facilitate the aforementioned division of said leasehold, to clarify certain ambiguous provisions, and to reflect other aforementioned lease modifications, it is necessary to amend Sections 1, 5, 7, 10, 12, 15, 18, 21 and 22 of this Amended Lease, such modifications being further indicated by brackets hereafter;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby agreed as follows: