## AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 17th
day of FEBRUARY, 1964, by and between the County
of Los Angeles hereinafter referred to as "County" and
Jona Goldrich, Sol Kest, Albert C. Black, Marvin David
Miller, Joint Venturers
hereinafter referred to as "Lessee" WITNESSETH:
WHEREAS, the parties hereto have heretofore, on the
twenty-first day of <u>December</u> , 1962, entered
into a lease of premises, commonly referred to as Parcel
No. twelve (12), Marina del Rey, consisting of a total
of <u>538.696</u> square feet and situated in the
Marina del Rey Small Craft Harbor of the County of Los
Angeles, State of California, more particularly described
in Exhibit "A" attached hereto and incorporated herein, and:
WHEREAS, the Board of Supervisors on the twenty-second
day of <u>January</u> , 19 <u>63</u> , adopted a resolution autho-
rizing certain amendments to the provisions of the said
lease:

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

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

Upon any default under this lease, where the leasehold and/or improvements thereon are subject to a mortgage or trust deed, County shall give mortgagee notice in or trust deed, County shall give mortgagee notice in writing, and the mortgagee, his successors and assigns, is shall have the right at any time within six (6) months of the date of such notice to correct the default and Peinstate the lease, or, if County declares the lease

APPROVED BY BOARD OF SUPERVISORS

forfeited and secures possession of the leased premises, the mortgagee within six (6) months of such forfeiture and securing of possession may elect to request and receive a new lease running to mortgagee, his successors and assigns, having the same provisions and conditions as this lease and having a term equal to the remaining term of this lease, except that the mortgagee's liability for ground rental shall not extend beyond the property encumbered by his loan or loans, the County to deliver possession of the property immediately upon the execution of such new lease, and the mortgagee to pay to County the amount of ground rentals due under this lease less any net rentals or other income which County may have received during the time it may have been in possession of the property.

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 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:

(SEAL)

GORDON T. NESVIG

Clerk of the Board of Supervisors

THE COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

HAROLD W. KENNEDY County Counsel

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Sioms Deputy

## LEGAL DESCRIPTION

Marina Del Rey Lease Parcel No. 12

Parcels 148 and 149 in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access, storm drain and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

DESCRIPTION APPROVED AUG 3 1 1961

JOHN A. LAMBIE

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