

AMENDMENT NO. 13 TO LEASE NO. 4710
PARCEL NO. 1S - MARINA DEL REY

4710 S-13

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE made and entered into this 14th
day of April, 1987,

BY AND BETWEEN

COUNTY OF LOS ANGELES
hereinafter referred to as
"COUNTY"

AND

UNION OIL COMPANY OF AMERICA
hereinafter referred to as
"LESSEE",

W I T N E S S E T H:

WHEREAS, On July 21, 1961, Lessee and County entered into a lease and agreement (the lease) under the amended terms of which County leases to Lessee certain real property located in the Marina del Rey commonly known as Parcel 1S (the premises); and

WHEREAS Sections 15 and 26 of the lease provide that the amounts of the square foot and percentage rents and casualty insurance shall be readjusted at the end of the first five (5) years of the lease and each succeeding ten (10) year period of the remaining term; and

WHEREAS, the next succeeding period of time for which the rental readjustment is to be made is the period commencing May 10, 1986 for the remaining five (5) year term of the lease; and

WHEREAS, Section 15 further provides that such readjustment shall be accomplished by agreement of the parties, and in the event such agreement cannot be reached, the readjustment shall be determined by a board of three (3) real estate appraisers in the manner set forth at length in said Section 15; and

WHEREAS, the parties have arrived at an agreement upon the readjustment of said rents without the necessity of arbitration by real estate appraisers; and

WHEREAS, the parties wish to amend the lease to provide for a late payment charge on delinquent monthly installments of the minimum annual rent.

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

1. The following paragraph is substituted for the first paragraph of Section 12 (SQUARE FOOT RENTAL).

"The annual minimum rent for the remaining term of the lease shall be SIXTY FIVE THOUSAND DOLLARS and 00/100 DOLLARS (\$65,000.00)."

2. Section 12 (SQUARE FOOT RENTAL) is further amended by adding the following new paragraph.

"A late charge of ten percent (10%) per annum prorated on a daily basis shall be added to the payment of any monthly installment that is received by County after the tenth day of the month for which payment is due. The late payment charge may be cancelled, whenever the Director finds on appeal of Lessee that late payment was excusable by reason of extenuating circumstances. Any late payment shall be due and payable with the next rental payment. County shall not be obligated at any time to notify Lessee of late payment charges on the accumulated amount of these charges."

3. The rentals provided in Section 13 of the lease, as amended by amendments Nos. 10 and 11 shall remain in full force and effect for the remaining term of the lease.

4. County and Lessee hereby acknowledge that the rentals provided in this lease amendment constitute the fair

market rental value of the leasehold interest created by this lease as of the effective date of this amendment. Lessee and County further waive their right to have this determination made by a board of real estate appraisers.

5. Section 26 (INDEMNITY CLAUSE AND CASUALTY . INSURANCE) is amended by deleting paragraph two and substituting the following paragraph.

"Lessee shall maintain in full force and effect during the term of the lease, comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability. The County and Board of Supervisors, its officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies."

6. The effective date of this amendment shall be May 10, 1986,

7. Every other term and condition contained in the lease, as amended, shall remain in full force and effect and is hereby reaffirmed.

UNION OIL COMPANY OF CALIFORNIA

dba UNOCAL

By C. C. Row
C. C. ROW, MANAGER MARKETING, REAL ESTATE
UNOCAL REFINING & MARKETING DIVISION, WESTERN MARKETING

By [Signature]
R. E. Jenkins
Assistant Secretary

State of _____)

County of _____)

On this _____ day
of _____, in the year
_____, before me

_____ ,
personally appeared

_____ ,
personally known to me (or proved
to me on the basis of satisfactory
evidence) to be the person who
executed this instrument as

_____ or on
behalf of the corporation therein
named and acknowledged to me that
the corporation executed it.

Witness my hand and seal.

ATTEST:

[Signature]
COUNTY OF LOS ANGELES
By
Chairman, Board of Supervisors

LARRY J. MONTEILH
EXECUTIVE Officer-Clerk of the
Board of Supervisors

By [Signature]
Deputy



APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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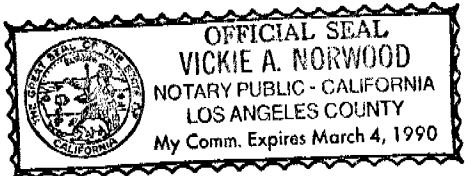
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[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 11th day of February, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared C. C. ROW and R. E. JENKINS, personally known to me to be the MANAGER, MARKETING REAL ESTATE and ASSISTANT SECRETARY, respectively, who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.



Vickie A. Norwood
Notary Public in and for said State