

PARCEL NO. 8T – MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT TO LEASE is made and entered into this 27th day of June, 2001 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES
hereinafter referred to as "County",

AND

I&G BAY CLUB, L.L.C., a Delaware limited liability company, hereinafter referred to as "Lessee"

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 4985 under the terms of which County leased to Lessee's predecessor in interest 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 8T, which leasehold premises (the "Premises") are more particularly described as Exhibit "A" attached to and incorporated in said lease (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 22 C of the Lease provides that subject to enumerated exceptions, Lessee may not assign all or any part of its interest in the Lease without the prior written consent of the County, and that for purposes of said Section 22 C, the change in one or more general partners in a limited partnership and the sale or transfer of fifty percent or more of the stock in a corporation which owns the leasehold constitutes an event of assignment; and

WHEREAS, in consideration of the County's approval of the transfer of the Lease to Lessee, the parties desire to amend Section 22 C of the Lease to define what changes in management and ownership of a limited liability company shall be considered an event of assignment under said Section;

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

1. **SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGEES AND SUCCESSORS.** Commencing as of the Effective Date, Section 22 C is amended by adding subsection (3) immediately after subsection (2) to read as follows:

"(3) The change in one or more of the managing members in a limited liability company which owns the leasehold, except by death of a managing member and his or her replacement by a vote of the remaining members; or the sale, assignment, or transfer

of fifty percent (50%) or more of the ownership interests in a limited liability company which owns, or is the general partner in a partnership which owns, the leasehold."

2. **MISCELLANEOUS.** 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 reacknowledges its respective obligations under the Lease as amended hereby.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Mayor of said Board and attested by the Clerk thereof, and the Lessee has executed the same.

I&G BAY CLUB, L.L.C., a Delaware limited liability company

By: Income and Growth Fund II, L.P., a Delaware limited partnership, its sole member

By: Income and Growth Fund II, Inc., a Delaware corporation, its General Partner

By: *[Signature]*

Its: *President*

COUNTY OF LOS ANGELES

By: *Mike Antonovich*

Mayor, Board of Supervisors

ATTEST:

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

By: *[Signature]*
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By: *[Signature]*
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUN 5 - 2001

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER