

AMENDMENT NO. 6 TO LEASE NO. 8042

PARCEL 76S - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this

28th day of April, 1970,

BY AND BETWEEN

COUNTY OF LOS ANGELES, herein-
after referred to as "County,"

AND

JONA GOLDRICH & SOL KEST,
a joint venture, hereinafter
referred to as "Lessee,"

WITNESSETH:

WHEREAS, on April 17, 1964, the County and the predecessors in interest of Lessee entered into a lease of certain premises now known as Parcel 76S, Marina del Rey; and

WHEREAS, Section 3 (PURPOSE OR USE OF PROPERTY) provides in pertinent part that the leased premises shall be used for "hotel or motel, and as additional optional uses, a convention or trade exhibit center, a high-rise structure to accommodate mobile homes and house trailers, and commercial complex exclusive of marine hardware and supermarket"; and

WHEREAS, pursuant to the provisions of the Department's Policy Statement No. 16 entitled "Modification of Existing Designated Primary Uses, Marina del Rey Leaseholds" implemented by the Director on October 11, 1967, Lessee has requested modification of the existing primary uses set forth in said Section 3 so as to permit construction of an office building; and

WHEREAS, having determined that Lessee meets the requirements of said Policy Statement No. 16, the parties desire to amend said Section 3 both to provide for the construction of said office building and to clarify the other permissible uses; and

WHEREAS, in the development and leasing of said office building, Lessee has indicated his willingness, ability, and

intent to fully comply with the provisions of Department's Policy Statements implemented by the Director; and

WHEREAS, on August 13, 1968 County and Lessee entered into Amendment No. 5 amending Section 6 (REQUIRED CONSTRUCTION SCHEDULE) and Section 12 (SQUARE FOOT AND HOLDING RENTALS) of said Lease; and

WHEREAS, the amendment to Section 12 mistakenly referred to "January 1, 1970" rather than "January 1, 1971", which error the parties desire to correct;

NOW THEREFORE, in consideration of the mutual covenants, considerations and promises contained herein, it is mutually agreed by and between the parties hereto as follows:

1. The first paragraph of Section 3 (PURPOSE OR USE OF PROPERTY) of said Lease is deleted, and the following substituted therefor:

"The leased premises shall be used only and exclusively for a hotel or motel and/or a commercial complex, which shall not include a supermarket or wholesale/retail marine hardware sales facility, but which may include an office building. Such office building, together with its required parking for automobiles, shall not occupy more than one-half of the square foot area of the demised premises."

2. Reference to "January 1, 1970" in paragraph 3 of Amendment No. 5 to said Lease is hereby deleted and "January 1, 1971" is substituted therefor.

Any and all other terms and conditions in the present Lease are hereby reaffirmed and shall remain unaffected and in full force during the term of the Lease and any extensions thereof.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this Amendment

to Lease to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed this Amendment or caused it to be duly executed.

JONA GOLDRICH & SOL KEST, a
Joint Venture

By *[Signature]* JONA GOLDRICH

By *[Signature]* SOL KEST

ATTEST:

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

By *[Signature]* Deputy



COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

APPROVED AS TO FORM

JOHN D. MAHARG
County Counsel

By *[Signature]* Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER