

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 4th
day of JUNE, 1965, by and between the County of
Los Angeles hereinafter referred to as "County" and Roy Morris,
Harold Wiegman and Jerry B. Epstein, as assignees of Morris
Appleson, Herman Beck and Jerry B. Epstein,

hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the 4th
day of May, 1962, entered
into a lease of premises, commonly referred to as Parcel (s) No.
232 and 24, Marina del Rey, consisting of a total
of 960,829 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 26th day of
December, 1962, the 22nd day of January, 1963, and the 27th day of
August, 1963, adopted resolutions authorizing 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:

1. SECTION 6 (REQUIRED CONSTRUCTION SCHEDULE) IS AMENDED BY
CHANGING THE LAST SUBPARAGRAPH TO READ AS FOLLOWS:

Failure of Lessee to commence or diligently prosecute said
work within said time shall constitute a default of Lessee
hereunder.

2. SECTION 18 (DISPOSITION OF INSTALLATIONS OR IMPROVEMENTS) IS
HEREBY AMENDED BY ADDING THE FOLLOWING SENTENCE AFTER THE WORD
"THEREOF" AT THE END OF THE FIRST PARAGRAPH OF SAID SECTION:

Nothing contained herein shall be construed to deny or abro-
gate the right of Lessee to receive any and all proceeds
which are attributable to the taking in eminent domain of

business installations, improvements, structures and buildings belonging to Lessee immediately prior to the taking of possession by the condemning authority as said rights are set forth in Section 43 of said lease.

3. SECTION 21 (DEFAULT) IS HEREBY DELETED, AND THE FOLLOWING SUBSTITUTED THEREFOR:

This lease is made upon the condition that if the rents or other sums which Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date on which the same shall become due, or if other default be made in any of the terms, agreements, conditions, or covenants herein contained on the part of Lessee, or should Lessee abandon or cease to use the premises for a period of thirty (30) days at any one time, except when prevented by fire, earthquake, strikes or other calamity beyond its control, then and in such event, at the option of County as evidenced by resolution of Board, this lease shall be forfeited, and County may exercise all rights of entry and re-entry upon the demised premises and may operate for its own and sole benefit said premises and all improvements thereon.

Lessee shall not be considered in default as to any provision of this lease when such default is the result of, or pursuant to, any process, order or decree of any court or regulatory body of competent jurisdiction.

In the event Lessee is in default hereunder in the payment of rent or other sums provided to be paid by Lessee, no default with respect thereto shall be declared by the County until after the expiration of ten (10) days' written notice to Lessee to cure such default.

In the event Lessee shall default in keeping, observing or performing any of the other covenants, conditions, provisions or agreements herein required to be kept, observed or performed

by Lessee, County shall give written notice of such default to Lessee and Lessee shall have thirty (30) days after service of said notice in which to cure, remedy and correct said default, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, correct and remedy said default, or commence and diligently pursue such corrective or remedial action within and during said thirty (30) day period, County shall have the right to forfeit this lease as provided in the first paragraph of this section.

Notwithstanding any of the foregoing, County shall not exercise any remedy available to it for breach thereof by Lessee and will not terminate this lease nor declare the same to be forfeited because of any default or breach hereunder on the part of Lessee unless and until County shall have given a written notice of such default or defaults to any beneficiary or trustee under a deed of trust or to any mortgagee under any mortgage affecting the demised premises or any part thereof. Said notice shall be sent simultaneously with the notice to the Lessee referred to in the preceding paragraph. It shall be sent by registered mail, postage prepaid, addressed as the trustee, beneficiary or mortgagee or each of them shall from time to time instruct County or, in the absence of such instructions, addressed as shown on the deed of trust or mortgage. After receipt of said notice, said trustee, beneficiary or mortgagee (hereinafter referred to collectively as "encumbrance holder"), or each of them, shall have the right and power to cure the defaults specified and if all of said defaults are cured, this lease shall remain in full force and effect. Said defaults may be cured in the following manner:

- (a) If said default be in the payment of rental, taxes, insurance premiums, utility charges, or any other sum of money, said encumbrance holder may pay the same to County or other proper payee within thirty-five (35) days after mailing of the aforesaid notice of default to said encumbrance holder. If, after any payment to County by the encumbrance holder as aforesaid, the Lessee pays the same or any part thereof to County, County shall promptly refund said payment to encumbrance holder.
- (b) If said breach be other than as specified in subparagraph (a) above and cannot be cured by the payment of money as aforesaid, within thirty-five (35) days after the mailing of the aforesaid notice to encumbrance holder by County, said encumbrance holder may commence foreclosure by judicial action or trust deed sale of its encumbrance, provided, however, that said thirty-five (35) day period shall be extended by the time in which the encumbrance holder is prevented from commencing foreclosure by any order, judgment or decree of any court or regulatory body of competent jurisdiction. Said foreclosure must be prosecuted with reasonable diligence. After such foreclosure sale the purchaser thereat may have thirty-five (35) days in which to cure the default.

Notwithstanding any of the foregoing, and in the event County declares the lease forfeited and secures possession under the provisions of this paragraph, the encumbrance holder, within six (6) months of such forfeiture and securing of possession, may request and receive a new lease running to said encumbrance holder and his successors and assigns. Said

lease shall have the same provisions and conditions as this lease except to the extent that any provisions of this lease are, through the passage of time or for other reasons, obviously inapplicable. Said lease shall have a term that shall commence upon the date of the County's securing possession of the premises demised herein and said lease shall terminate on the termination date of this lease. The encumbrance holder's liability for ground or holding rental shall not extend beyond the property encumbered by the encumbrance. The County shall deliver possession of the property immediately upon the execution of said new lease. The encumbrance holder shall, however, pay County the entire amount of ground or holding rentals due under this lease on and after the date County has secured possession less any net rentals or other income which County may have received on account of said property during the time it may have been in possession thereof.

4. SECTION 22 (SUBLEASE, ASSIGNMENTS, AND SUCCESSORS) IS HEREBY DELETED, AND THE FOLLOWING SUBSTITUTED THEREFOR:

At least thirty (30) days written notice of intention to sublet portions of the demised premises to others shall be given to Director. During said thirty day period, Director shall approve or disapprove said proposed sublease. In the event of disapproval, said proposed sublease shall not be made. The gross receipts of any sublessee under any such sublease shall be included within the definition of "Gross Receipts" as set forth in Section 11. Any and all sublessees shall be subject to and bound by each and all of the terms and conditions of this lease and in particular those pertaining to control of prices pursuant to Section 16. The term "sublease" as used in this paragraph shall include any license, permit, concession, assignment or transfer of any interest in or to said property by Lessee, and the term "sublessee" shall include any licensee, permittee, concessionaire, assignee or

transferee of or from Lessee. Lessee may, without prior approval of Director, sublease portions of the demised premises (including, but not limited to, single residential units, boat slips, and dry storage racks) for a period not to exceed one year, for individual, nonbusiness, noncommercial uses. Lessee may at any time request approval by the Director of a plan to sublease specific residential units for stated periods in excess of one year. No condominium or cooperative dwelling plan of any kind shall be employed without the approval of Director.

Lessee may, with the consent of County, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this lease and the leasehold estate so created, to a bona fide lender on the security of the leasehold estate, and Lessee may execute any and all instruments in connection therewith necessary and proper to complete such loan and perfect the security therefor to be given to such lender. Any such bona fide lender shall have the right at any time during the term of the loan and while this lease is in full force and effect:

- (a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee.
- (b) To realize on the security of the leasehold estate and to acquire and succeed to the interest of Lessee hereunder by foreclosure or by a deed or assignment in lieu of foreclosure and thereafter at such lender's option to convey, assign, or sublease the interest or title to said leasehold estate to any other person provided, however, that said

person shall agree to perform and be bound by any and all terms, conditions and covenants contained in this lease. Two (2) copies of any and all security devices or instruments shall be filed with Director prior to the effective date thereof, and Lessee shall give Director prior written notice of any changes or amendments thereto.

Except as in this Section 22 specifically hereinbefore provided, Lessee shall not, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this lease or any interest, right or privilege therein, or sublet the whole or any portion of the demised premises or license the use of the same in whole or in part. Neither this lease nor any interest therein shall be assignable, or transferable in proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee or by any process of law, and possession of the whole or any part of the demised premises shall not be divested from Lessee in such proceedings or by any process of law, without written consent of County. Any violations of the provisions of this paragraph shall give County the right to terminate this lease immediately and without any of the notices required in Section 21 above.

The holder of a trust deed, or any other bona fide lender, shall not be required to cure any default or breach if said holder or lender is unable to secure possession of the property and if it is necessary for him to have possession in order to cure the default or breach. In the event that a period of time is necessary in order for the holder of a trust deed or any other bona fide lender to completely cure a default or breach, then he shall not be in default so long as he exercises diligence in the curing of such default or breach.

The holder of a deed of trust or any other bona fide lender shall have all of the rights with respect to the demised premises as set forth in the deed of trust or mortgage or other lending document approved by the County as herein set forth, including the right to commence an action against the Lessee for the appointment of a receiver and to obtain possession of the demised premises under and in accordance with the terms of said deed of trust, mortgage or other lending instrument.

Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed, fulfilled, observed and kept shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, and all rights, privileges and benefits arising under this lease and in favor of either party shall be available in favor of the heirs, executors, administrators, successors and assigns thereof respectively; provided, that no assignment or subletting by or through Lessee in violation of the provisions of this lease shall vest any rights in any such assignment or sublease.

5. SECTION 43 (EMINENT DOMAIN) IS HEREBY AMENDED BY INSERTING AFTER THE WORD "OR" IN THE FOURTH LINE OF THE SECOND PARAGRAPH OF SAID SECTION THE FOLLOWING WORDS:

Structures, buildings, or other improvements belonging to Lessee immediately prior to the taking of possession by the condemning authority.

6. 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 to 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.

Dated May 11, 1965.

[Signature]
By Roy Morris
President

[Signature]
By Harold W. Kennedy
Secretary

(Seal)

ATTEST:

GORDON T. NESVIG

Clerk of the Board
of Supervisors

By [Signature]
Deputy

THE COUNTY OF LOS ANGELES

By [Signature]
Chairman of its Board of
Supervisors

APPROVED AS TO FORM:

HAROLD W. KENNEDY
County Counsel

By [Signature]
Deputy

STATE OF CALIFORNIA,

County of Los Angeles } ss.

ON May 11, 1965, before me,
the undersigned, a Notary Public in and for said County and State, personally
appeared Roy Morris and Harold W. Kennedy

[Signature], known to me,
to be the person S whose name S are subscribed to the within
Instrument, and acknowledged to me that They executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State.