

AMENDMENT NO. 2 TO LEASE NO. 14766
(PARCEL 104 - MARINA DEL REY)

14766 SUPPLEMENT 2

and

AGREEMENT TERMINATING LEASE NO. 14767
(PARCEL 105 - MARINA DEL REY)

THIS AMENDMENT TO LEASE made and entered into this 8th
day of February, 1977.

BY AND BETWEEN () COUNTY OF LOS ANGELES, hereinafter
referred to as "County",

AND DEL REY SHORES PERSONAL WAREHOUSES,
a joint venture, hereinafter
referred to as "Lessee",

WITNESSETH:

WHEREAS, County and the predecessors in interest of Lessee entered into Lease No. 14766 on April 22, 1969, under the terms of which County leased an area within the Marina del Rey Small Craft Harbor known as Parcel 104, the premises of which were more particularly described in the legal description for Parcel 104 attached to Lease No. 14766 as Exhibit "A", and that contained a total of 10,493 square feet of land area for development; and

WHEREAS, County and the predecessors in interest of Lessee entered into Lease No. 14767 on April 22, 1969, under the terms of which County leased an area within the Marina del Rey Small Craft Harbor known as Parcel 105, the premises of which were more particularly described in the legal description for Parcel 105 attached to Lease No. 14767 as Exhibit "A", and that contained a total of 9,056 square feet of land area for development; and

WHEREAS, the leasehold estates in Parcels 104 and 105 are under the common ownership of lessee; and

WHEREAS, the provisions of Lease No. 14766 and Lease No. 14767 are substantially similar; and

WHEREAS, to the extent the provisions of the aforementioned leases vary from each other Lessee desires and agrees to fully comply and abide with the provisions that are most favorable to County; and

WHEREAS, it is in the best interest of County and Lessee that Parcels 104 and 105 be merged into a single parcel in order that the construction of improvements contemplated by Lessee be developed as a single integrated unit and in order that the administrative procedures of both parties be simplified; and

WHEREAS, in order that the single parcel to be created by the merger of Parcels 104 and 105 be brought under one lease agreement, to wit Lease No. 14766, as amended, currently applicable only to Parcel 104 be further amended so as to be applicable to the single parcel to be created by the merger; Lease No. 14767 now applicable to Parcel 105 be terminated; and

WHEREAS, in the merger of Parcels 104 and 105 a single parcel of land is to be created within the Marina del Rey Small Craft Harbor to be known as Parcel 104R that will encompass a total area of 19,549 square feet, as described in the legal description for Parcel 104R attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained hereinbelow, County and Lessee agree as follows:

1. Lease No. 14766 and the amendments thereto now applicable only to the premises described as Parcel 104 shall hereafter be fully applicable to the premises to be known as Parcel 104R, Marina del Rey Small Craft Harbor as described in the legal description for Parcel 104R attached hereto as Exhibit "A" and incorporated herein by reference.

2. Lease No. 14767 is hereby terminated.

3. SECTION 7 (Security Deposit) of Lease No. 14766 is amended by deleting the amount of \$402.57 in the first paragraph of said Section and substituting the amount of \$750.00 therefor.

4. SECTION 12 (Square Foot Rental) is hereby deleted in its entirety and the following substituted therefor:

"The annual square foot rental for the whole of the demised premises shall be \$0.15346 per square foot of land as to 19,549 square feet. The total annual rental for the entire leasehold shall be THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00).

"Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month.

5. The effective date of this amendment to lease shall be upon execution by the Chairman of the Board of Supervisors.

6. Any and all other terms and conditions contained in the lease shall remain in full force and effect and are hereby reaffirmed.

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 to lease, or caused it to be duly executed, the day, month and year first above written.

ATTEST:

DEL REY SHORES PERSONAL WAREHOUSES,
a joint venture


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

By


Jerry B. Epstein

By


Deputy


Kirk Douglas

APPROVED AS TO FORM:

John H. Larson
County Counsel

By


Deputy

By


Chairman, Board of Supervisors



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

On February 2, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared JERRY B. EPSTEIN, known to me to be one of the joint venturers in DEL REY SHORES PERSONAL WAREHOUSES, the joint venture that executed the within instrument, and acknowledged to me that such joint venture executed the same.

WITNESS my hand and official seal.



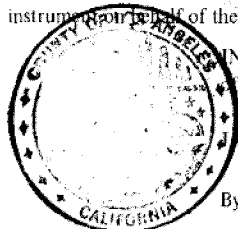
Leo Bialis
Notary Public in and for said State

STATE OF CALIFORNIA)
County of Los Angeles) ss

On this 8th day of February, A.D. 1977, before me JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

EDMUND D. EDELMAN

known to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within instrument, and acknowledged to me that such County executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

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

By

Francis Sanders

Deputy

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

On January 31, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared KIRK DOUGLAS, known to me to be one of the joint venturers in DEL REY SHORES PERSONAL WAREHOUSES, the joint venture that executed the within instrument, and acknowledged to me that such joint venture executed the same.

WITNESS my hand and official seal.



Pamela C. Hall
Notary Public in and for said State

LEGAL DESCRIPTION

MARINA DEL REY (1)
LEASE PARCEL NO. 104R

Parcel 326, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Excepting therefrom that portion thereof which lies southerly of the straight line in the southerly boundary of Parcel 300, as shown on said map, and its westerly prolongation.

Together with a right of way for ingress and egress, to be used in common with the owners of the leasehold estates designated as Parcels 100S, 101S, 102S and 103T and their tenants, all persons lawfully occupying the premises, and their invitees (hereinafter referred to as "Others"), over those portions of Parcels 300, 315, 316, 317, 323 to 326 inclusive, 332; 353, 354 and 369, as shown on said map, within the following described boundaries:

Beginning at the intersection of the northeasterly boundary of said Parcel 326 with the southerly boundary of said Parcel 300; thence East along said southerly boundary 27.40 feet; thence North $35^{\circ}03'05''$ West 908.08 feet to a line parallel with and 30 feet northeasterly, measured at right angles, from the southwesterly line of said Parcel 325; thence North $34^{\circ}06'16''$ West along said parallel line 529.10 feet to a line parallel with and 30 feet northeasterly, measured at right angles, from that certain course of North $36^{\circ}00'30''$ West 380.10 feet in the southwesterly boundary of said Parcel 369; thence North $36^{\circ}00'30''$ West along said last mentioned parallel line 371.20 feet; thence North $14^{\circ}23'56''$ West 54.29 feet to the northwesterly boundary of said last mentioned parcel; thence South $52^{\circ}40'22''$ West along said last mentioned northwesterly boundary to the most westerly corner of said last mentioned parcel; thence southeasterly along the southwesterly lines of said Parcels 369, 354, 353, 332, 325 and 324 to the northeasterly corner of said Parcel 326; thence southeasterly along said northeasterly boundary to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for ingress and egress, to be used only in common with "Others" over above described parcel of land.

Also reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer, access, fire access and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes.

DESCRIPTION APPROVED
December 22, 1976
STEPHEN J. KOONCE
Acting County Engineer

By Agustin Albano Deputy