

AMENDMENT NO. 12 TO LEASE NO. 7073  
(Modifying Amendment Nos. 10 and 11 thereto)  
PARCEL NO. 111T, MARINA DEL REY

AND

AMENDMENT NO. 1 TO AMENDED LEASE NO. 14910  
PARCEL NO. 112T, MARINA DEL REY

14910

SUPPLEMENT 1

APPROVED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

AUG 5 1969

JAMES S. MIZE  
EXECUTIVE OFFICER

THESE AMENDMENTS TO LEASES made and entered into this  
day of August, 1969,

BY AND BETWEEN

COUNTY OF LOS ANGELES,  
hereinafter called "County".

AND

MARINA POINT, LTD., a limited  
partnership, hereinafter  
called "Lessee",

WITNESSETH:

WHEREAS, on June 10, 1969, County and Lessee entered into and  
executed the documents entitled as set forth below, dated June 10, 1969,  
which documents are hereinafter referred to as Doc. "A", Doc. "B" and  
"Amended Lease No. 14910," respectively:

Doc. "A" entitled "Amendment No. 10 to Lease No. 7073  
(Parcel 111 - Marina del Rey) - Agreement Terminating  
Lease No. 11833 (Parcel 112R - Marina del Rey)";

Doc. "B" entitled "Amendment No. 11 to Lease No. 7073  
(Parcel 111S - Marina del Rey)";

Amended Lease No. 14910 applicable to Parcel 112T -  
Marina del Rey; and

WHEREAS, said documents do not in all respects fully set forth  
and express the intentions of the parties thereto and therefore require  
amendment as provided herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Said Doc. "A" is hereby amended in the following particu-  
lars:

(a) The first two paragraphs thereof (being the first two  
paragraphs of the recitals) are deleted in their entirety and the fol-  
lowing substituted therefor:

#1

21st

"Whereas, on June 28, 1963 County executed a lease, herein referred to as Lease No. 7073, in favor of the predecessors in interest of Lessee covering certain premises including those now known as Parcel 111 and Parcel 112R, Marina del Rey, each of which is described in an exhibit attached to and a part of Amendment No. 6 to said lease, recorded March 3, 1967 as Document No. 674, in Official Records in the office of the Recorder of Los Angeles County, California, and which Lease No. 7073 currently remains in effect with respect to said Parcel 111; and

"Whereas, on February 14, 1967 County and predecessors in interest of Lessee entered into a separate lease, herein referred to as Lease No. 11833, of certain premises now known as Parcel 112R, Marina del Rey; and"

(b) Paragraph 7, beginning on page 7, which adds to said Lease No. 7073 a new Section 50, is amended by deleting the first paragraph of said new Section 50 and substituting in place thereof the following two paragraphs:

"County hereby quitclaims, releases, and relinquishes to Lessee all easements, rights to easements, and rights-of-way which County has or may have by reason of any reservations in leases, or otherwise, in, upon, over and across the land described in Exhibit "X", which is attached hereto and is made a part hereof, for the purpose of extinguishing the same. The foregoing provision shall not have any effect whatsoever upon the reversion of County under this lease, or under any other lease, but shall be limited in its effect to removing said easements as encumbrances upon the leasehold interests of Lessee and its successors in interest of said land described in Exhibit "X". It is further understood and agreed that the provisions of this paragraph shall have no effect upon any right of the County, under the provisions of this lease or any lease, to go upon the demised premises for the purposes of inspection, ascertainment of

performance or enforcement of lease provisions, or for the purpose of performing any obligations of County thereunder.

"In lieu of constructing additional improvements incident to that certain roadway easement heretofore located within the said land described in Exhibit "X", which improvements were previously required by the provisions of this lease and of Lease No. 11833, it is agreed that Lessee shall construct a new roadway, not less than 40 feet wide, within that portion of the easement described in said Exhibit "A" to Amendment No. 10 to Lease No. 7073, Legal Description, Lease Parcel No. 111S, Marina del Rey (Revised per Amendment No. 12 to Lease No. 7073)" as a "right of way for access and harbor utility purposes", being the first easement or right of way described therein as reserved and excepted unto said County which includes the area covered by an easement or right of way described therein as "a right of way for ingress and egress to be used in common with others", being the second easement or right of way described in said Exhibit "A" as reserved and excepted unto said County. Said new roadway shall include curbs, gutters, sidewalks, street lighting, drainage facilities, water mains, ducts or conduits for electrical power, telephone and fire alarm conductors, and such other features as determined to be necessary by Director."

(c) Paragraph 8, on page 8, is hereby amended by renumbering the same so that it shall be paragraph "10".

(d) Said Doc. "A" is hereby further amended by inserting therein new paragraphs 8 and 9 to read respectively as follows:

"8. Sec. 42 of said Lease No. 7073 is hereby amended as follows:

(1) Change the period at the end of the first paragraph to a comma and add to said first paragraph the words,

'except as to the land described in Exhibit "X" which is attached hereto and made a part hereof';

(2) Insert in the second paragraph thereof, following the words 'Lessee expressly agrees that,' the following words, preceded and followed by commas:

', except as to the land described in said Exhibit "X" in which there shall be no easements;' and

(3) Add to said Section 42 the following sentence:

'County reserves from this lease, and Lessee agrees that its leasehold hereunder shall be subject to, the easements described in the exhibit entitled "Exhibit 'A' to Amendment No. 10 to Lease No. 7073, Legal Description, Lease Parcel No. 111S, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)" as reserved and excepted unto the County.'

"9. Exhibit "X" and the exhibit entitled "Exhibit 'A' to Amendment No. 10 to Lease No. 7073, Legal Description, Lease Parcel No. 111S, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)" attached hereto and referred to in Sec. 50 and Sec. 42 of said Lease No. 7073 by Paragraph 7 and Paragraph 8 hereof, shall be attached to and made a part of said Lease No. 7073.

(e) Exhibit "A" attached to and a part of said Doc. "A" is amended by deleting the same in its entirety and replacing it with said exhibit entitled "Exhibit "A" to Amendment No. 10 to Lease No. 7073, Legal Description, Lease Parcel No. 111S, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)" and all references in said Doc. "A" to Exhibit "A" shall be construed to refer to said

replacement exhibit, which is attached to and made a part of this Amendment No. 12.

2. Said Doc. "B" is hereby amended in the following particulars:

(a) The 12th paragraph of the recitals (being the second paragraph on page A-3) is amended by adding to the list of Section numbers set forth therein Section numbers 42 and 50.

(b) The third paragraph on page A-3 (commencing "NOW, THEREFORE" and ending with a colon) is hereby deleted and the following substituted therefor:

"NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby agreed that said lease dated June 28, 1963 and known as Lease No. 7073, as so amended and as further amended hereby, shall be and is as follows:"

(c) Exhibit "A", attached to and incorporated in said Doc. "B" and the Amended Lease (No. 7073) contained therein is hereby amended by deleting the same and replacing it with an Exhibit entitled, "Exhibit 'A' to Amendment No. 11 to Lease No. 7073, Legal Description, Lease Parcel No. 111T, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)", which latter exhibit is attached hereto and is hereby made a part of said Doc. "B" and of the Amended Lease (No. 7073) contained therein.

(d) Exhibit "B", attached to and incorporated in said Doc. "B", is hereby amended by deleting the same and replacing it with an exhibit entitled, "Exhibit 'A' to Amended Lease No. 14910, Legal Description, Lease Parcel No. 112T, Marina del Rey, (Revised per Amendment No. 1 to Lease No. 14910)", which latter exhibit is attached hereto and is hereby made a part of said Doc. "B".

(e) Section 42 of the Amended Lease (No. 7073) contained in said Doc. "B" is hereby amended as follows:

(1) Change the period at the end of the first paragraph to a comma and add to said first paragraph the words,

"except as to the land described in Exhibit 'X', which is attached hereto and a part hereof";

(2) Insert in the second paragraph thereof, following the words, "Lessee expressly agrees that", the following words preceded and followed by commas:

", except as to the land described in said Exhibit 'X', in which there shall be no easements,"; and

(3) Add to said Section 42 the following sentence:

"County reserves from this lease, and Lessee agrees that its leasehold hereunder shall be subject to, the easements described in said exhibit entitled 'Exhibit "A" to Amendment No. 11 to Lease No. 7073, Legal Description, Lease Parcel No. 111T, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)" as reserved and excepted unto the County."

(f) Section 50 of the Amended Lease (No. 7073) contained in said Doc. "B" is hereby amended by deleting the first paragraph of said Section 50 and substituting in place thereof the following two paragraphs:

"County hereby quitclaims, releases, and relinquishes to Lessee all easements, rights to easements, and rights-of-way which County has or may have by reason of any reservations in leases, or otherwise, in, upon, over and across the land described in Exhibit "X", which is attached hereto and is made a part hereof, for the purpose of extinguishing the same. The foregoing provision shall not have any effect whatsoever upon the reversion of County under this lease, or under any other lease, but shall be limited in its effect to removing said easements as encumbrances upon the leasehold interests of Lessee and its successors in interest of said land described

in Exhibit "X". It is further understood and agreed that the provisions of this paragraph shall have no effect upon any right of the County, under the provisions of this lease or any lease, to go upon the demised premises for the purposes of inspection, ascertainment of performance or enforcement of lease provisions, or for the purpose of performing any obligations of County thereunder.

"In lieu of constructing additional improvements incident to that certain roadway easement heretofore located within the said land described in Exhibit "X", which improvements were previously required by the provisions of this lease and of Lease No. 11833, it is agreed that Lessee shall construct a new roadway, not less than 40 feet wide, within that portion of the easement described in said exhibit entitled "Exhibit "A" to Amendment No. 11 to Lease No. 7073, Legal Description, Lease Parcel No. 111T, Marina del Rey, (Revised per Amendment No. 12 to Lease No. 7073)" as 'a right of way for access and harbor utility purposes', being the first easement or right of way described therein as reserved and excepted unto said County and which includes the area covered by an easement or right of way described therein as 'a right of way for ingress and egress to be used in common with others', being the second easement or right of way described in said last-mentioned exhibit as reserved and excepted unto said County. Said new roadway shall include curbs, gutters, sidewalks, street lighting, drainage facilities, water mains, ducts or conduits for electrical power, telephone and fire alarm conductors, and such other features as determined to be necessary by Director."

(g) Exhibit "X", which is attached hereto and a part hereof, and which is identical for all of the documents amended hereby, shall be attached to and made a part of said Doc. "B" and the Amended Lease (No. 7073) contained therein.

3. Amended Lease No. 14910 applicable to Parcel 112T, Marina del Rey is hereby amended (this constituting Amendment No. 1 to said Amended Lease No. 14910) in the following particulars:

(a) Delete Exhibit "A" thereof in its entirety and substitute therefor an exhibit entitled "Exhibit 'A' to Amended Lease No. 14910, Legal Description, Lease Parcel No. 112T, Marina del Rey, (Revised per Amendment No. 1 to Lease No. 14910)", which exhibit is attached to and hereby made a part of this Amendment and is identical with the replacement exhibit referred to in Paragraph 2 (d) of this Amendment and all references in said "Amended Lease" to "Exhibit 'A'" shall be construed as referring to the exhibit entitled as above set forth.

(b) Section 42 of said "Amended Lease" No. 14910 is hereby amended as follows:

(1) Change the period at the end of the first paragraph to a comma and add to said first paragraph the words,

"except as to the land described in Exhibit 'X', which is attached hereto and a part hereof";

(2) Insert in the second paragraph thereof, following the words, "Lessee expressly agrees that", the following words, preceded and followed by commas:

", except as to the land described in said Exhibit 'X', in which there shall be no easements,"; and

(3) Add to said Section 42 the following sentence:

"County reserves from this lease, and Lessee agrees that its leasehold hereunder shall be subject to, the easements described in said exhibit entitled "Exhibit "A" to Amended Lease No. 14910, Legal Description, Lease Parcel No. 112T, Marina del Rey, (Revised per Amendment No. 1 to Lease No. 14910)" as reserved and excepted unto the County."



(c) Section 50 of said "Amended Lease" No. 14910 is hereby amended by deleting the first paragraph of said Section 50 and substituting in place thereof the following two paragraphs:

"County hereby quitclaims, releases, and relinquishes to Lessee all easements, rights to easements, and rights-of-way which County has or may have by reason of any reservations in leases, or otherwise, in, upon, over and across the land described in Exhibit 'X', which is attached hereto and is made a part hereof, for the purpose of extinguishing the same. The foregoing provision shall not have any effect whatsoever upon the reversion of County under this lease, or under any other lease, but shall be limited in its effect to removing said easements as encumbrances upon the leasehold interests of Lessee and its successors in interest of said land described in Exhibit 'X'. It is further understood and agreed that the provisions of this paragraph shall have no effect upon any right of the County, under the provisions of this lease, or any lease, to go upon the demised premises for the purposes of inspection, ascertainment of performance or enforcement of lease provisions, or for the purpose of performing any obligations of County thereunder.

"In lieu of constructing additional improvements incident to that certain roadway easement heretofore located within the said land described in Exhibit 'X', which improvements were previously required by the provisions of this lease and of Lease No. 11833, it is agreed that Lessee shall construct a new roadway, not less than 40 feet wide, within that portion of the easement described in said exhibit entitled "Exhibit "A" to Amended Lease No. 14910, Legal Description, Lease Parcel No. 112T, Marina del Rey, (Revised per Amendment No. 1 to Lease No. 14910)" as 'a right of way for

access and harbor utility purposes, being the first easement or right of way described therein as reserved and excepted unto said County and which includes the area covered by an easement or right of way described therein as 'a right of way for ingress and egress to be used in common with others', being the second easement or right of way described in said last-mentioned exhibit as reserved and excepted to said County. Said new roadway shall include curbs, gutters, sidewalks, street lighting, drainage facilities, water mains, ducts or conduits for electrical power, telephone and fire alarm conductors, and such other features as determined to be necessary by Director."

(d) Exhibit "X", which is attached hereto and a part hereof shall be attached to and is hereby made a part of said Amended Lease No. 14910.

(e) Section 12 is hereby amended by adding thereto the following paragraphs:

"As to 461,623 square feet of land and 34,140 square feet of water, the following specific provisions shall apply:

"(a) The annual square foot rental shall start with the calendar month next succeeding the date of substantial completion of the improvements required to be constructed pursuant to Sections 5 and 6, or starting with the calendar month next succeeding the commencement of use by the public or any of the premises herein demised. Prior to the start of annual square foot rental payments, Lessee

rental' consisting of a number of the total monthly  
installment of square foot rentals.

"(b) It is understood and agreed that Lessee may  
desire to complete the aforesaid improvements in stages  
and progressively to commence public use of the various

-10-

portions of said improvements and adjoining portions of the parcel herein demised as the same may be completed. In the event of such a program of progressive completion and opening to public use, satisfactory to County, the annual square foot rental for the portions completed and opened to use shall commence accordingly and shall be equitably adjusted in the proportion that the improvements and areas completed and opened to the public use bear to the whole improvement and area. The decision of Director as to said equitable adjustment shall be final.

"(c) In the event of the start of proportionate square foot rentals under a program of progressive completion, as provided for in this section, the 'holding rental' shall be abated for that portion of the completed improvement and adjoining area thus made subject to square foot rentals.

"(d) Notwithstanding any other provisions of this Section, it is understood and agreed that full square foot rental shall commence not later than February 1, 1970, regardless of whether said construction is complete, under planning or in progress.

"(e) For the purpose of commencing liability for said rent, the determination of Director shall be final as to whether said improvements have commenced or have been substantially completed or whether any of said improvements or any portion of the premises are being used by the public. No use by the public of any of said improvements or of any adjoining portions of the parcel hereby demised shall be made until completion of said

improvements as set forth in Section 6.

"(f) If Lessee fails to commence or diligently prosecute construction of improvements at the time agreed upon in Section 6, and continues in such failure for ten (10) days, said 'holding rental' shall increase to

-11-

one-half of the said total monthly installment of square foot rental, payable monthly in advance starting on the first day of the calendar month next succeeding the tenth calendar day of said failure. The determination as to whether Lessee has failed to commence or to diligently prosecute construction shall be made by Director and Director's decision shall be final. If Lessee's said failure to commence or diligently prosecute construction continues for a period of thirty (30) calendar days, the full total monthly installment of square foot rental shall be due and payable each month in advance thereafter starting on the first day of the calendar month next succeeding the end of said thirty-day period."

4. These Amendments shall be deemed effective as of June 10, 1969, the effective date of said Docs. "A", "B", and Amended Lease No. 14910.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused these Amendments to Leases to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee has executed these Amendments the day, month and year first above written.

MARINA POINT, LTD., a limited partnership

ATTEST:

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

By *Grey* Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG  
County Counsel

By *John D. Maharg* Deputy



By *Maxwell J. Fenmore* Maxwell J. Fenmore - General Partner

By *George Ponty* George Ponty - General Partner

By TRAVCOM, INC. (formerly named CONSTITUTION PLAZA, INC.), a corporation - General Partner

By *Maxwell J. Fenmore* agent

By *George Ponty* agent

By *Chairman* Chairman, Board of Supervisors