

AMENDMENT NO. 15 TO LEASE NO. 4710

Parcel No. 1S -- Marina del Rey

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE is made and entered into this 30th day of May, 2000, (the "Effective Date").

BY AND BETWEEN

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

AND

TOSCO CORPORATION,
hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, Lessee's predecessor in interest and County entered into Lease No. 4710 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, no commonly known as Parcel 1S, which leasehold premises are more particularly and legally described in Exhibit "A" (the "Premises") attached to and incorporated in said lease, as amended (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Sections 15 and 26 of the lease provide that the amounts of the square foot and percentage rents and casualty insurance shall be periodically readjusted; and

WHEREAS, the next succeeding period of time for which such readjustment is to be made is for the remaining term of the lease which commences May 10, 1996 (the 1996 Rental Adjustment Date); and

WHEREAS, the parties have arrived at an agreement as to readjustment; and

WHEREAS, the parties have agreed that the square foot and percentage rents for the remaining term of the lease shall remain at the levels that were established by Amendment No. 14 to said lease.

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

1. For the period commencing as of the 1996 Rental Adjustment Date, there shall be no adjustment in the square foot and percentage rental rates and such rates as heretofore established in Section 12 (SQUARE FOOT RENTAL) and Section 13 (PERCENTAGE RENTALS), as amended, shall remain in full force and effect for the remaining term of the lease.

2. Commencing as of the 1996 Rental Adjustment Date, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said lease is deemed deleted and the following substituted therefore:

“Lessee shall maintain in full force and effect during the term of this lease general liability insurance in comprehensive or commercial form, with a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage liability. The County and the Board of Supervisors, their officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies.”

3. 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 their 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 Chair of said Board and attested by the Clerk thereof, and the Lessee has executed the same the day and year first hereinafter written.

Dated: May 30, 2000

LESSEE:

Tosco Corporation, a Nevada corporation

By: M. R. Caldwell
MICHAEL R. CALDWELL
MANAGER SPECIAL PROJECTS

COUNTY:

COUNTY OF LOS ANGELES:

By: Gloria Molina
Chair, Board of Supervisors

Attest: Violet Verona-Lukens
Executive Office-Clerk of
the Board of Supervisors

By: Janice C. Smith
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: Richard W. Pellman
Deputy

17

MAY 30 2000

Violet Verona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 1S

Parcels 1, 2 and 3, 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.

Together with a right of way for ingress and egress to be used in common with others over those portions of Parcels 5, 8 and 22, as shown on said map, within the following described boundaries:

Beginning at the intersection of the southwesterly line of said Parcel 22 with a line parallel with and 65 feet southeasterly, measured at right angles, from the northwesterly line of said last mentioned parcel; thence North $58^{\circ}22'54''$ East along said parallel line 201.83 feet to the beginning of a curve concave to the south, having a radius of 26 feet, tangent to said parallel line and tangent to a line parallel with and 40 feet southerly, measured at right angles, from the northerly line of said Parcel 8; thence easterly along said curve through a central angle of $31^{\circ}37'06''$ a distance of 14.35 feet to said last mentioned parallel line; thence East along said last mentioned parallel line 1347.72 feet to the beginning of a curve concave to the southwest, having a radius of 24 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 101 feet westerly, measured at right angles, from the most westerly line in the westerly boundary of said Parcel 1; thence southeasterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 37.70 feet to said last mentioned parallel line; thence South along said last mentioned parallel line 182.00 feet to the beginning of a curve concave to the northeast, having a radius of 10 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 256 feet southerly, measured at right

angles, from the southerly line of Parcel 6, as shown on said map; thence southeasterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 15.71 feet to said last mentioned parallel line; thence East along said last mentioned parallel line 104.81 feet to the southerly prolongation of the most easterly line in said westerly boundary; thence North along said southerly prolongation and said most easterly line to a line parallel with and 226 feet southerly, measured at right angles, from said southerly line; thence West along said last mentioned parallel line to the beginning of a curve concave to the northeast, having a radius of 4 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 71 feet westerly, measured at right angles, from said most westerly line; thence northwesterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 6.28 feet to said last mentioned parallel line; thence North along said last mentioned parallel line 174.00 feet to the beginning of a curve concave to the southwest, having a radius of 24 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 24 feet southerly, measured at right angles, from said southerly line; thence northwesterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 37.70 feet to said last mentioned parallel line; thence East along said last mentioned parallel line 36.00 feet to the beginning of a curve concave to the southwest, having a radius of 24 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 35 feet westerly, measured at right angles, from said most westerly line; thence southeasterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 37.70 feet to said last mentioned parallel line; thence South along said last mentioned parallel line 174.00 feet to the beginning of a curve concave to the northwest, having a radius of 4 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 226 feet southerly, measured at right angles, from said southerly line; thence southwesterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 6.28 feet to said last mentioned parallel line; thence East along said last mentioned parallel line to said most easterly line; thence North along said most easterly line to the easterly terminus of the most northerly line in the southerly boundary of said Parcel 1; thence West along said most northerly line 13.81 feet to the southerly terminus of said most westerly line; thence North along said most westerly line 30.94 feet to a point, said point being

the easterly terminus of a curve concave to the northeast, tangent at the northerly terminus thereof to a line parallel with and 5 feet westerly, measured at right angles, from said most westerly line and having a radius of 5 feet; thence northwesterly along said last mentioned curve through a central angle of $90^{\circ}00'00''$ a distance of 7.85 feet to said last mentioned parallel line; thence North along said last mentioned parallel line 88.00 feet to a line parallel with and 8 feet southerly, measured at right angles, from said southerly line; thence West along said last mentioned parallel line 1484.13 feet to a line parallel with and 33 feet southeasterly, measured at right angles, from said northwesterly line; thence South $58^{\circ}22'54''$ West along said last mentioned parallel line 218.34 feet to said southwesterly line; thence South $31^{\circ}45'28''$ East along said southwesterly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across that portion thereof designated on said map as an easement to be reserved by said county for such purposes.

DESCRIPTION APPROVED

MAR 20 1969

JOHN A. LAMBIE

County Engineer

By *Edgar Spakath* Deputy