

AMENDMENT NO. 16 TO LEASE NO. 4710

PARCEL NO. 1S - MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT 16 TO LEASE NO. 4710 is made and entered into this 13th day of March, 2001 (the "Effective Date").

BY AND BETWEEN

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

AND

MARINA FUELS AND SERVICE, INC., a
California Corporation, hereinafter referred to as
"Lessee."

WITNESSETH:

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

WHEREAS, the Lease provides for the restoration of the Premises by Lessee, at the County's election and at Lessee's expense, to as good and usable condition as said Premises were in at the time of first occupation thereof by Lessee's predecessors in interest under the Lease; and

WHEREAS, the parties wish to amend the Lease to provide that the Lessee's obligations with respect to restoration of the Premises include the preparation, at its expense, of a Phase II soils study of the Premises for purposes of determining the nature and extent of any contamination thereof;

WHEREAS, Sections 26 of said Lease sets forth the types and amounts of insurance which Lessee is required to maintain in connection with the Lease; and

WHEREAS, the parties wish to amend Section 26 of the Lease to provide that Lessee is required to maintain Marine Operator's Legal Liability Insurance in addition to the other types of insurance described therein.

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

1. Commencing as of the Effective Date, Article 7 (RESTORATION) of Amendment No. 14 of the Lease is amended by adding section 7.01.05 to read as follows:

"7.01.05. The obligation of the Lessee to restore the Premises shall specifically include the obligation to have prepared by a qualified environmental consultant, at Lessee's sole expense and to the reasonable satisfaction of the Director, a Phase 2 soils study on the Premises in accordance with "E1527-93 Standard Practice for Environmental Site Assessment", published May 1993 by the American Society for Testing and Materials. The Phase 2 soils study shall include without limitation: preliminary surface and subsurface soil and groundwater sampling; geophysical survey; soil gas survey; atmospheric sampling; industrial hygiene and safety review; identification of contamination and its sources; recommend methods for remediation of contamination, if any; and estimated cost, if any, for remediation. Any document prepared as part of the Phase 2 study shall be delivered to County by Lessee immediately upon Lessee's receipt thereof and shall thereafter become the property of County"

2. Commencing as of the Effective Date, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of the Lease is amended by adding the following language at the end thereof:

"Lessee shall additionally maintain in full force and effect during the term of this lease excess Marine Operator's Legal Liability Insurance, with a limit of \$2,000,000 per occurrence and \$5,000,000 aggregate, which shall include pollution liability coverage. The County and the Board of Supervisors, their officers, agents and employees shall be named as additional insureds under such insurance."

3. Except as herein specifically amended, all term, 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.

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IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to be subscribed by the Mayor of said Board and attested by the Executive Officer of the Board of Supervisors thereof, and the Lessee has executed the same the day and year first hereinafter written.

Dated: 1/18/01

LESSEE:

MARINA FUELS AND SERVICE, INC., a California corporation

By: R. E. Werny

Its: _____

COUNTY:

COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors

By: Debra J. Delaloba
Deputy

Attest: Violet Verona-Lukens
Executive Officer of
The Board of Supervisors

By: Debra J. Delaloba
Deputy



APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: Lloyd W. Pellman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 18

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 J. Schubert Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

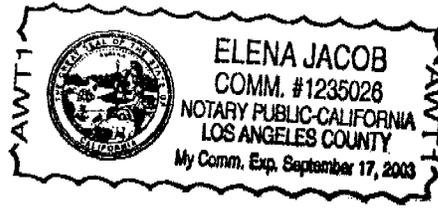
State of California

County of Los Angeles

On January 18th 01 before me, Elena Jacob Notary Public
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared Ronald Eugene Warrington
Name(s) of Signer(s)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Elena Jacob
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to No16 to lease No 4710

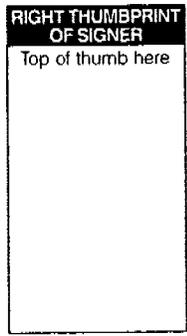
Document Date: January 18th 2001 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

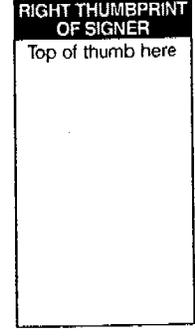
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

