

RECORDING REQUESTED BY AND FOR
Small Craft Harbor
Fiji Way
Marina del Rey, California

3772

Sup. No. 1

NOTICE OF AMENDMENT TO LEASE

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
30 Min. Past 3 P.M. MAR 17 1971
Registrar-Recorder

TO WHOM IT MAY CONCERN:

Please take notice that on the 9th day of March, 19 71,
the County of Los Angeles, as Lessor and John Hancock Mutual Life
Insurance Company

as Lessee of the following described parcel or parcels of land and water
situated within the Marina del Rey Small Craft Harbor of the County of
Los Angeles, State of California, previously referred to as Parcel(s)
Number 103R, now known as Parcel(s) Number 103S,
legally described in exhibit "A" attached hereto and incorporated herein,
did enter into an agreement amending that certain indenture of lease
dated December 18, 1968.

Said original indenture and said agreement of amendment are on file
in the official files of the Executive Officer, Board of Supervisors of
the County of Los Angeles.

County of Los Angeles
Department of Small Craft Harbors
By Leo Bialis
Leo Bialis, Harbor Controller

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 12th day of March, A.D., 19 71, before me
JAMES S. MIZE, Executive Officer and Clerk of the Board of Supervisors
of the County of Los Angeles, State of California, residing therein,
duly commissioned and sworn, personally appeared LEO BIALIS, known to
me to be the Harbor Controller of the Department of Small Craft Harbors
of the County of Los Angeles and the person who executed the within
instrument on behalf of the County therein named, and acknowledged to
me that such County executed the same.

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

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



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3772

AMENDMENT NO. 1 TO LEASE NO. 14341
PARCEL 103R - MARINA DEL REY

14341

SUPPLEMENT 1

THIS AMENDMENT TO LEASE made and entered into this

9th day of March, 1971

BY AND BETWEEN

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

AND

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, on December 18, 1968, the County and Wend Investment Company, a joint venture, composed of Jerry Epstein, Roy Norris, Al Dick and Kirk Douglas, entered into a certain Amended Lease (hereinafter referred to as the "Lease") of said premises now known as Parcel 103R, Marina del Rey, as more particularly described in Exhibit "A" to said Lease, which Lease was recorded on December 26, 1968 as Document No. 2142 in Book M 3080, Page 355, Official Records of Los Angeles County, California; and

WHEREAS, the interest of Wend Investment Company was assigned to Marina del Rey Country Club Apartments (hereinafter referred to as "Marina"), a California partnership, by Assignment of Lease dated December 18, 1968, recorded December 26, 1968, in Book M 3080, Page 401, Official Records, Los Angeles County, California; and

WHEREAS, Marina and John Hancock have entered into a certain Leasehold Purchase and Sublease Agreement dated as of July 15, 1969, which Agreement provides among other things that Marina's full interest in said Lease is assigned to John Hancock, and concurrently with such assignment, that John Hancock subleases the entire leasehold premises to Marina pursuant to a certain document entitled Lease dated as of January 1, 1971; and

WHEREAS, on March 9, 1971, County has given its consent in writing to said assignment and has approved said Sublease, all as required by the terms and conditions of the Lease; and

WHEREAS, the aforementioned Leasehold Purchase and Sublease Agreement will permit the Lessee to develop said leasehold as required pursuant to the terms and provisions of said Lease; and

WHEREAS, in order to facilitate the assignment and concurrent sublease provided for in said Leasehold Purchase and Sublease Agreement, it is necessary to make certain amendments to said Lease, which amendments are of mutual benefit to the parties; and

WHEREAS, said leasehold includes a certain right of way encompassing 16,810 square feet for which Lessee does not pay rent, as shown and identified as "private alley" on Exhibit "B" attached hereto, and by reference incorporated herein; and

WHEREAS, it is the desire of the parties hereto that said "private alley" be withdrawn from the leasehold premises and be made available for public use; and

WHEREAS, Lessee presently has certain parking garages on said leasehold, access to and from which is from County's private street known as "Dell Avenue" to which Lessee needs legal access; and

WHEREAS, it is the desire and intent of County to construct certain improvements including the widening of that certain street known as "Via Marina", which street is contiguous to the easterly boundary of said leasehold premises; and

WHEREAS, to effect said widening it is necessary to delete from said leasehold an area encompassing an area of 1,225 square feet; and

WHEREAS, to reflect these changes, it is necessary to amend the lease incorporating a revised legal description and reducing the minimum rent for certain area deleted;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, it is mutually agreed as follows:

1. Where reference to 513,156 square feet is made in said lease, said reference is hereby deleted and 495,121 square feet is substituted therefor.

2. The sixth paragraph of Page 1 is hereby deleted in its entirety.

3. Section 1 (Definition of Terms) on pages 3-4 of the Lease is deleted in its entirety and in lieu thereof the following new section is inserted:

"1. DEFINITION OF TERMS.

"The following words in this Lease have the significance or meaning attached to them in this paragraph unless otherwise apparent from the context:

"BOARD" means the Board of Supervisors of the County of Los Angeles.

"COMMISSION" means the Small Craft Harbor Commission of the County of Los Angeles.

"DEPARTMENT" means the Department of Small Craft Harbors of the County of Los Angeles.

"DESIGN CONTROL BOARD" means the Marina del Rey Design Control Board appointed by the Board to review and approve the architectural design and arrangement of facilities constructed at Marina del Rey.

"DIRECTOR" means the Director of the Department of Small Craft Harbors of the County of Los Angeles.

"ENGINEER" means the County Engineer of the County of Los Angeles.

"JOHN HANCOCK" means and includes John Hancock Mutual Life Insurance Company, a Massachusetts corporation and Lessee under the terms and provisions of this Lease, and includes any successor in interest to John Hancock other than the Marina del Rey Country Club Apartments, a California partnership, herein called "Marina", or its successors, or any other person related to or affiliated with Marina.

"MASTER SUBLEASE" means that certain Lease (being a Sublease) dated as of January 1, 1971 and recorded concurrently herewith by and between John Hancock and Marina wherein John Hancock subleased the entire leasehold premises known as Parcel 103R, Marina del Rey, to Marina or any other sublease of the entire premises made by John Hancock in the form approved by and with the consent of the Director.

"MASTER SUBLESSEE" means Marina, any successor to the full interest of Marina, or any other sublessee of the entire premises pursuant to a Master Sublease.

"PROPERTY" includes both real and personal property.

"SECTION" means a section of this Lease.

"SHALL" and "WILL" are mandatory and the word "MAY" is permissive.

"SUBLESSEE" includes a Master Sublessee and any licensee, permittee, and/or concessionaire of or from Lessee or the Master Sublessee with respect to any interest in the property demised under this Lease.

"Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in the preceding paragraph of this Section, are to be construed according to such technical, peculiar, and appropriate meaning or definition.

"Words used in this Lease in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and the neuter and the neuter includes the masculine and feminine. The singular number includes the plural and the plural the singular. The word "person" includes a corporation as well as a natural person.

4. The rentable area of said Lease and Agreement No. 14341 is hereby decreased by 1,225 square feet. The area under lease shall be known as Parcel 103S and is legally described and illustrated in Exhibit "A" attached hereto and incorporated herein.

5. Section 11 (Gross Receipts) of the Lease is amended by adding an additional paragraph to the end thereof on Page 10 to read:

"Notwithstanding the foregoing provisions of this Section 11, at all times while John Hancock is Lessee under this Lease and there is a Master Sublessee, the term 'GROSS RECEIPTS' as defined hereinabove shall not include the basic rental received by John Hancock from such Master Sublessee pursuant to the terms and provisions of the Master Sublease."

6. The second paragraph of Section 12 (Square Foot and Holding Rentals) of said lease is hereby deleted and the following substituted therefor:

"The annual square foot rental for the whole of the demised premises shall be ten cents (\$0.10) per square foot of land as to 495,121 square feet formerly a part of Parcel 24, including the slope area as shown on Exhibit "B", or the total of FORTY NINE THOUSAND FIVE HUNDRED TWELVE AND 10/100 DOLLARS (\$49,512.10)."

7. Section 20 (Service of Written Notice or Process) of the Lease is amended by adding an additional paragraph to the end thereof on Page 21 to read:

"Notwithstanding the foregoing, it is agreed and understood that during such time as John Hancock is Lessee under the terms and provisions of this Lease, that all written notices or other written notices or other written communications required or otherwise given pursuant to the terms and provisions of this Lease shall be delivered or mailed to John Hancock at 200 Berkeley Street, Boston, Massachusetts, 02117, Attention: City Mortgage and Real Estate Department, or to such other person and address as John Hancock shall have in writing furnished to County. All written notices required or otherwise given pursuant to the terms and provisions of this Lease shall also be given to Marina at 11570 West Olympic Boulevard, Los Angeles, California, 90064, Attention: Howard F. Ruby."

8. Section 21 (Default and Cancellation) of the Lease is hereby amended by adding to the end thereof on Page 25 of said Lease the following provisions:

"For the purposes of this Section, it is agreed and understood that John Hancock as Lessee shall have all of the same rights, duties and obligations, and shall otherwise be treated as, an 'encumbrance holder' as that term is used hereinabove. Accordingly, wherever the term 'encumbrance holder' is used hereinabove, that term should be understood to mean and include John Hancock as the Lessee under the terms and provisions of this Lease.

"In addition, if there is an event of default which may not be cured by the payment of money, such default may be cured by John Hancock in the following manner:

"(i) Within 60 days after the mailing of notice of default to John Hancock, it shall commence to enforce one or more of the remedies provided in the Master Sublease or by law to the end that the interest of the Master Sublessee shall be terminated; and

"(ii) The enforcement of such remedies shall be prosecuted with reasonable diligence; and

"(iii) Within 35 days after the termination of the Master Sublessee's interest in the Master Sublease and the securing of possession by John Hancock, it shall cure, remedy, and correct the default, or commence

"and diligently pursue the performance of the thing or work required to be done to cure, correct and remedy said default. If said event of default or any of the events of default at this time are not money defaults and are impossible to cure, John Hancock shall not be obligated to cure such event of default.

"John Hancock's right to obtain a new Lease under the terms and provisions of this Section shall be prior and superior to the right of any other encumbrance holder to obtain such a new Lease under the provisions hereof."

9. Section 22 (Subleases, Assignments, Trust Deed Beneficiaries, Mortgagees and Successors) of the Lease is amended by adding a new Subsection E on Page 26 thereof to read as follows:

"E. Master Sublease and Master Sublessee.

"The Master Sublessee under the terms and provisions of any applicable Master Sublease may be given the right to perform and observe all of the terms, covenants and conditions of this Lease otherwise required to be performed by Lessee, or which may be performed or observed only by a party in possession of the entire leasehold premises. County agrees to accept such performance from, or may otherwise consider all terms, covenants and conditions of this Lease to be observed and complied with, if satisfactorily performed or complied with by such Master Sublessee.

"It is understood and acknowledged that under the terms and provisions of that aforementioned

"Leasehold Purchase and Sublease Agreement between John Hancock and its Master Sublessee, that said Master Sublease may be terminated as provided and for the reasons given in Section 25, 'Events of Default; Termination', set forth on page 13 of said Master Sublease entered into by and between John Hancock and Marina, dated as of January 1, 1971. In the event of such termination of said Master Sublease, or in the event of the termination of any subsequent Master Sublease because of a breach or default under the terms and provisions thereof, it is agreed and understood that John Hancock shall have those rights, duties and obligations comparable to those given an encumbrance holder in Subsection B, 'Trust Deed Beneficiaries and Mortgagees', hereinabove. Accordingly, in the event of such termination of said Master Sublease, notwithstanding any of the foregoing provisions, John Hancock may transfer by assignment this Lease or may execute a new Master Sublease, to or with any qualified assignee or Master Sublessee ready, willing and able to undertake John Hancock's responsibilities and obligations hereunder without the prior written consent of County; provided that, John Hancock forthwith and promptly gives notice to County in writing of any such transfer setting forth the name and address of the transferee, the effective date of such transfer and the express agreement and acknowledgement of the transferee assuming and agreeing to perform all of the obligations under this Lease, together with a copy of the document by which such transfer was made.

"Any transferee under the provisions of the foregoing paragraph shall be liable to perform the obligations of the Lessee under this Lease only so long as such transferee holds title to the Leasehold. Such transferee shall be liable to pay County any unpaid rentals and other charges that may be due County for any period of time prior to the time when such transferee takes possession of the property.

"Any subsequent transfer of the leasehold shall not be made without the prior written consent of the County and shall be subject to the conditions relating thereto as set forth in Subsection C of this Section.

"John Hancock shall not be obligated to cure any default or breach if John Hancock is unable to secure possession, after using all reasonable diligence, of the premises from the Master Sublessee, and if it is necessary for John Hancock to cure the default or breach. In the event that a period of time is necessary in order for John Hancock to completely cure a default or breach, then John Hancock shall not be in default so long as it exercises diligence in the curing of such default or breach."

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

IN WITNESS WHEREOF, County has by order of its Board of Supervisors caused this Amendment to Amended Lease to be subscribed by the Chairman of said Board and attested by the

Executive Officer-Clerk thereof, and the Lessee has executed the same the day and year first above written.



COUNTY OF LOS ANGELES

By Walter Oan
Chairman, Board of Supervisors

ATTEST:

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

By Myna Glenn
Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG, County Counsel

By [Signature]
Deputy

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY, a
Massachusetts corporation

By [Signature]
George W. Rowland, Jr.

[CORPORATE SEAL]

By _____
REAL ESTATE INVESTMENT OFFICER

ATTEST:

[Signature]
Assistant Secretary
Frederick J. Cooke

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

[Signature]

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 9th day of March, A.D., 19 71, 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

WARREN M. DORN

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 on behalf of the County therein named, 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

[Signature]

Deputy



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EXHIBIT A

LEGAL DESCRIPTION

Marina del Rey
Lease Parcel No. 103S

Those portions of Parcels 339 and 347 to 369 inclusive, 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, within the following described boundaries:

Beginning at the intersection of a line parallel with and 20 feet southeasterly, measured at right angles, from the southeasterly line of Parcel 370, as shown on said map, with a line parallel with and 10 feet northeasterly, measured at right angles, from the southwesterly line of said last mentioned parcel; thence South $36^{\circ}00'30''$ East along said last mentioned parallel line 421.79 feet to the beginning of a tangent curve concave to the southwest and having a radius of 520 feet; thence southeasterly along said curve through a central angle of $16^{\circ}54'54''$ a distance of 153.52 feet; thence North $53^{\circ}59'07''$ East 609.84 feet; thence South $36^{\circ}00'53''$ East 24.33 feet; thence North $53^{\circ}59'07''$ East 246.04 feet to a curve concentric with and 47 feet southwesterly, measured radially, from a curve concave to the southwest and having a radius of 810 feet, said last mentioned curve being tangent at the northwesterly terminus thereof to a line parallel with and 35.5 feet southwesterly, measured at right angles, from the straight line in the southwesterly boundary of Parcel 406, as shown on said map, said northwesterly terminus being distant South $36^{\circ}00'53''$ East along said last mentioned parallel line 156.78 feet from a line parallel with and 40 feet northwesterly, measured at right angles, from the straight line in the northwesterly boundary of said last mentioned parcel; thence northwesterly along said concentric curve 80.94 feet to a line parallel with and 2.5 feet southwesterly, measured at right angles, from the northeasterly line of said Parcel 359; thence North $36^{\circ}00'53''$ West along said last mentioned parallel line 100.20 feet to the southeasterly line of the northwesterly 55.5

feet of said last mentioned parcel; thence South $52^{\circ}40'22''$ West along said last mentioned southeasterly line 0.50 foot to a line parallel with and 3 feet southwesterly, measured at right angles, from said northeasterly line; thence North $36^{\circ}00'53''$ West along said last mentioned parallel line 108.03 feet to the northwesterly line of the southeasterly 52.5 feet of said Parcel 360; thence North $52^{\circ}40'22''$ East along said northwesterly line 0.50 foot to a line parallel with and 2.5 feet southwesterly, measured at right angles, from the northeasterly line of said last mentioned parcel; thence North $36^{\circ}00'53''$ West along said last mentioned parallel line 327.59 feet to said first mentioned parallel line; thence South $52^{\circ}40'22''$ West along said first mentioned parallel line 837.83 feet to the point of beginning.

Together with a right of way for ingress and egress over those portions of said Parcels 362 to 369 inclusive, which lie northwesterly of a line parallel with and 20 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel 362.

Also together with a temporary right of way for ingress and egress, to be used in common with others, in and across the real property in above mentioned County, described as follows:

Those portions of above mentioned Parcels 353, 354 and 369, within a strip of land 24 feet wide, lying 12 feet on each side of the following described center line:

Commencing at the intersection of a line parallel with and 30 feet southwesterly, measured at right angles, from that certain course of North $36^{\circ}00'30''$ West 20.01 feet in the southwesterly boundary of said Parcel 369 with a line parallel with and 10 feet northwesterly, measured at right angles, from that certain course of North $52^{\circ}40'22''$ East 60.01 feet in the northwesterly boundary of said last mentioned parcel; thence South $52^{\circ}40'22''$ West along said last mentioned parallel line 4.00 feet to the true point of beginning; thence South $27^{\circ}30'28''$ East 42.29 feet to the beginning of a curve concave to the northeast, having a radius of 250 feet, tangent to said last mentioned course and tangent to a line parallel with and 17 feet northeasterly, measured at right angles, from that certain course of North $36^{\circ}00'30''$ West 380.01 feet in said southwesterly boundary; thence southeasterly along said curve 37.11 feet to said last mentioned parallel line; thence South

36°00'30" East along said last mentioned parallel line 351.72 feet to a line parallel with and 17 feet northeasterly, measured at right angles, from the southwesterly line of said Parcel 353; thence South 34°06'16" East along said last mentioned parallel line to the southwesterly prolongation of above described course of North 53°59'07" East 609.84 feet in the southeasterly boundary of above described parcel of land.

The side lines of above described 24 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection and shall be prolonged or shortened at the end thereof so as to terminate in said southwesterly prolongation.

Also together with a temporary right of way for ingress, egress, parking and landscaping in and across the real property in above mentioned County, described as follows:

Those portions of above mentioned Parcels 353, 354 and 369, within the following described boundaries:

Beginning at the most westerly corner of above described parcel of land; thence southeasterly along the southwesterly boundary of said parcel of land to the most southerly corner of said parcel of land; thence southwesterly along the southwesterly prolongation of above described course of North 53°59'07" East 609.84 feet in the southeasterly boundary of said parcel of land to the northeasterly boundary of above described 24 foot strip of land; thence northwesterly along said northeasterly boundary to the northwesterly boundary of said Parcel 369; thence northeasterly in a direct line to the point of beginning.

Said temporary rights of way shall cease and terminate at such a time that the area covered by said rights of way is dedicated for public road and highway purposes.

Reserving and excepting unto the County of Los Angeles rights of way for storm drain and harbor utility purposes over those portions designated on said map as easements to be reserved for such purposes.

DESCRIPTION APPROVED

February 4, 1971

JOHN A. LAMBIE

County Engineer

By Edgar J. J. J. Deputy