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Recording Requested By and
When Recorded, Return To:

TED REED, Director
Department of Beaches and Harbors
County of Los Angeles
13837 Fiji Way
Marina Del Rey, CA 90292

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31
~~31~~ MIN. 2 PM. SEP 18 1989
PAST.

MEMORANDUM OF THIRD AMENDMENT
TO THE AMENDED AND RESTATED LEASE
[HOTEL PARCEL] NO. 55623
PARCEL 125R MARINA DEL REY

FEE \$ 95- F

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This Memorandum is made by and between the COUNTY OF
LOS ANGELES ("County"), and J. H. SNYDER COMPANY, A
California Limited Partnership ("Snyder"), who agree as
follows:

Snyder is the current lessee as successor by assignment
to the interest of MDP, LTD., a California corporation
("MDP"), the signatory lessee, under that certain "Amended
and Restated Lease (Hotel Parcel)," No. 55623, dated
November 7, 1986, by and between the County as lessor and
MDP as lessee, a Memorandum of which was recorded in the
Official Records of Los Angeles County on December 2, 1986,
as instrument no. 86-1664633, as first amended by that
certain "First Amendment to the Amended and Restated Lease
(Improved Parcel), No. 55624, and the Amended and Restated
Lease (Hotel Parcel), No. 55623," Parcel 125R Marina del Rey
Small Craft Harbor" dated as of December 8, 1986, and
recorded in the Official Records of Los Angeles County on
December 9, 1986, as Instrument No. 86-1703714, and as sub-
sequently amended by that certain "Second Amendment to
Amended and Restated Lease (Hotel Parcel), No. 55623,

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Parcel 125R Marina del Rey Small Craft Harbor," recorded in the Official Records of Los Angeles County on June 18, 1987, as Instrument No. 87-971653 (as amended, the "Hotel Parcel Lease"). A memorandum of the instrument by which Snyder became lessee was recorded on December 9, 1986, as Instrument No. 86-1703720, Los Angeles County Official Records. The Hotel Parcel Lease affects the Property more particularly described in Exhibit A attached hereto and incorporated herein.

The Hotel Parcel has been subleased by Snyder to Marina Hotel Limited Partnership pursuant to that certain Sublease Agreement dated as of May 27, 1987 (the "Major Sublease"), a memorandum of which was recorded on July 10, 1987, as Instrument No. 87-1093177, in the office of the Los Angeles County Recorder. The Major Sublease was later supplemented and the current sublessee is MARTEL, a California general partnership ("Martel").

Snyder and County have amended and do hereby amend the Hotel Parcel Lease as set forth in that certain unrecorded Third Amendment to the Amended and Restated Lease [Hotel Parcel] No. 55623 Parcel 125R Marina Del Rey of even date herewith.

In the event of any inconsistency between this Memorandum and the unrecorded document, the provisions of the unrecorded document shall prevail.

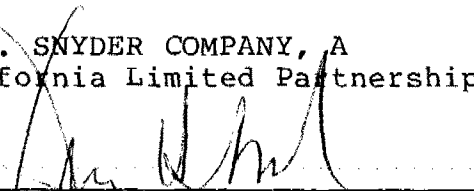
Security Pacific National Bank, Martel, the Bank of Tokyo and MDP, Ltd., the other Approved Encumbrance Holder on the Hotel Parcel Lease, have executed this Memorandum for the purpose of evidencing their consent and agreement to be bound by the terms hereof.

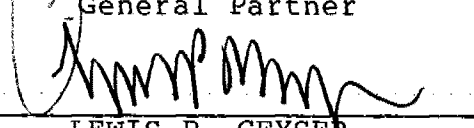
IN WITNESS WHEREOF, County has caused this Third Amendment to be subscribed by the Director of Beaches and Harbors, and Snyder, Security Pacific National Bank, MDP,

Ltd., Martel and The Bank of Tokyo have executed the same the day and year stated immediately below.

DATED: November 4, 1988.

J. H. SNYDER COMPANY, A
California Limited Partnership

By 
JEROME H. SNYDER,
General Partner

By 
LEWIS P. GEYSER,
General Partner

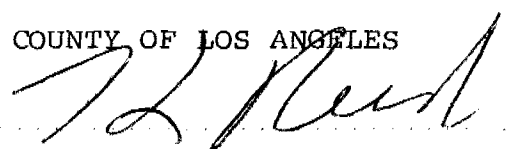
By 
MILTON I. SWIMMER
General Partner

APPROVED AS TO FORM:

RUDIN AND APPEL

By 

THE COUNTY OF LOS ANGELES

By 
Ted Reed, Director,
Department of Beaches
and Harbors

-- AND --

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APPROVED AS TO FORM:

DeWITT CLINTON,
County Counsel

By Robert W. Roddy

APPROVED AS TO FORM:

McDONOUGH, HOLLAND & ALLEN

By [Signature]

CONSENT

We hereby consent to the foregoing Third Amendment and agree to be bound thereby.

SECURITY PACIFIC NATIONAL BANK,
a national banking association

By [Signature]

Mark Robeson,
Vice President

MDP, LTD.,
a California corporation

By [Signature]

Its President

-- AND --

THE BANK OF TOKYO TRUST COMPANY

By: *Lawrence K. King*
Vice President

MARTEL, A CALIFORNIA GENERAL PARTNERSHIP

By: Marina Hotel Limited Partnership

By: The Ritz-Carlton Hotel
Company, its general partner

By: *Robert J. Proctor*
Robert J. Proctor
Executive Vice President

EXECUTION

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ACKNOWLEDGEMENTS

STATE OF CALIFORNIA

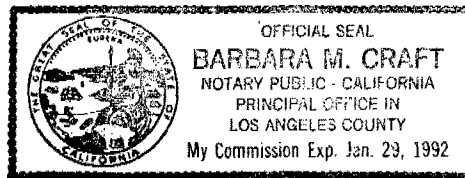
COUNTY OF LOS ANGELES

On DEC 13, 1988, before me, the undersigned notary public, personally appeared JEROME H. SNYDER,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person that executed this instrument on behalf of the partnership and acknowledged to me that the partnership executed it.

Barbara M. Craft



STATE OF CALIFORNIA

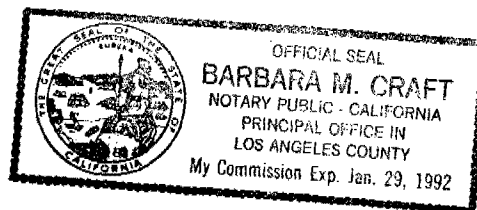
COUNTY OF LOS ANGELES

On DEC. 13, 1988, before me, the undersigned notary public, personally appeared LEWIS P. GEYSER,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person that executed this instrument on behalf of the partnership and acknowledged to me that the partnership executed it.

Barbara M. Craft



STATE OF CALIFORNIA

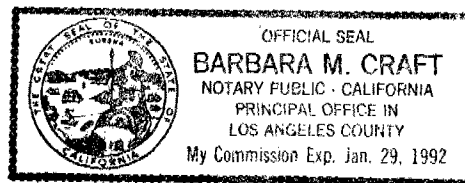
COUNTY OF LOS ANGELES

On DEC. 13, 1988, before me, the undersigned notary public, personally appeared MILTON I. SWIMMER

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person that executed this instrument on behalf of the partnership and acknowledged to me that the partnership executed it.

Barbara M Craft



STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, the undersigned notary public, personally appeared _____,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to this instrument, and acknowledged that _____ executed it.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 1988, before me, the undersigned notary public, personally appeared _____,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to this instrument, and acknowledged that _____ executed it.

STATE OF CALIFORNIA

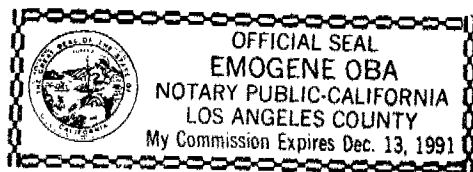
COUNTY OF Los Angeles

On January 4, 1989, ~~1988~~, before me, the undersigned notary public, personally appeared MARK ROBESON,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as Vice President on behalf of SECURITY PACIFIC NATIONAL BANK and acknowledged to me that the SECURITY PACIFIC NATIONAL BANK executed it.

Emogene Oba



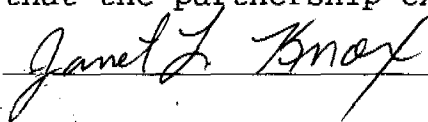
STATE OF GEORGIA

COUNTY OF FULTON

On February 8, 1989, before me, the undersigned notary public, personally appeared Robert J. Proctor,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person that executed this instrument as Executive Vice President of The Ritz-Carlton Hotel Company, a Georgia corporation, the sole general partner of Marina Hotel Limited Partnership, a Georgia limited partnership, a general partner of MARTEL, a California general partnership, and acknowledged to me that the partnership executed it.



Notary Public, Clayton County, Georgia
My Commission Expires Oct. 14, 1991

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EXHIBIT A

[Description of Real Property]

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EXHIBIT A

LEGAL DESCRIPTION OF THE HOTEL PARCEL

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 597; thence easterly along said last mentioned parallel line and its easterly prolongation South $77^{\circ}07'44''$ East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet, a radial of said last mentioned curve at said last mentioned point bears South $15^{\circ}15'08''$ West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of $2^{\circ}20'51''$ an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North $72^{\circ}24'01''$ West 694.32 feet to said true point of beginning.

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Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617.

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Reserving and excepting unto the county of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, the center line of which is the center line of above described 20 foot strip of land.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of Parcel 541, as shown on said map, with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in Parcels 537 and 540, as shown on said map; thence North $4^{\circ}32'55''$ West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of Parcel 621, as shown on said map; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of Parcel 630, as shown on said map; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540, as shown on said map, to the point of beginning.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the easterly 10 feet of the first above described 20 foot strip

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of land and within the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Improved Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

DESCRIPTION APPROVED

NOV 12 1968

GEORGE Y. TICE, DIRECTOR
FACILITIES MANAGEMENT DEPARTMENT

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