

ASSIGNMENT OF PORTION OF LEASE NO. 9427

and

AMENDMENT NO. 5 TO LEASE NO. 9427
(PARCEL 28S - MARINA DEL REY)

and

AMENDMENT NO. 4 TO LEASE NO. 5491
(PARCEL 30 - MARINA DEL REY)

THIS ASSIGNMENT AND AMENDMENT TO LEASES made and entered
into this 24th day of August, 1972,

BY AND BETWEEN

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

AND

IMMOBILIARE CALIFORNIA, INC. here-
inafter referred to as "Immobiliare"
or sometimes referred to as "Assignor,"

AND

DEL REY YACHT CLUB, hereinafter
referred to as "Del Rey" or some-
times referred to as "Assignee"

W I T N E S S E T H:

WHEREAS, the County and the predecessors in interest of
Immobiliare entered into a Lease on May 14, 1965, designated as
Lease No. 9427 (hereinafter referred to as "Lease No. 9427"), under
the terms of which County leased certain premises now commonly known
as Parcel 28S, which premises now consist of a total of 962,337
square feet and are situated in the Marina del Rey Small Craft Harbor,
County of Los Angeles, State of California, and are more particularly
and legally described in Exhibit "A" attached to Amendment No. 4 of
said Lease No. 9427; and

WHEREAS, Del Rey and County entered into a lease on March 27,
1962, designated as Lease No. 5491 (hereinafter referred to as
"Lease No. 5491") under the terms of which County leased certain
premises commonly known as Parcel 30, which premises consist of a
total of 352,503 square feet and are situated in the Marina del Rey
Small Craft Harbor, County of Los Angeles, State of California, and
which are more particularly and legally described in Exhibit "A"
attached to said Lease No. 5491; and

WHEREAS, Del Rey and Immobiliare have entered into a certain written Agreement dated January 13, 1972, wherein, in exchange for certain promises, covenants, and other consideration set forth therein, Immobiliare agreed to execute an assignment of a certain portion of its leasehold estate created pursuant to the aforementioned Lease No. 9427, which portion to be assigned to Del Rey consists of 130,053 square feet of water area and 13,065 square feet of land area which is identified as Parcel 28C and is more specifically and legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "assigned portion"); and

WHEREAS, County agrees to consent to said assignment pursuant to the provisions of Section 22 of Lease No. 5491 without such consent being construed in any manner as approving the terms and conditions of that aforementioned certain written Agreement dated January 13, 1972, between Del Rey and Immobiliare, nor in any other matter causing County to become a party to said Agreement; and

WHEREAS, Del Rey agrees to assume all rights, duties, and other obligations of Immobiliare under Lease No. 9427 as to said "assigned portion" and otherwise hereafter to accept and treat said "assigned portion" as part of its own aforementioned leasehold estate commonly known as Parcel 30 created and covered by Lease No. 5491; and

WHEREAS, in order that the administrative procedures of County and Del Rey be simplified, it is in the best interest of the parties that said "assigned portion" of Immobiliare's leasehold assigned to Del Rey be fully combined and integrated with Del Rey's leasehold of Parcel 30 created and covered by said Lease No. 5491; and

WHEREAS, the basic terms and conditions of Lease Nos. 5491 and 9427 applicable to said "assigned portion" are essentially the same, and to the extent the terms and conditions of said Leases vary from each other, it is the understanding and intent of the parties hereto that Del Rey will accept and comply with those terms and conditions least favorable to Del Rey and most favorable to County; and

WHEREAS, in order that Lease Nos. 5491 and 9427 reflect said Assignment and that said "assigned portion" be properly combined with Del Rey's leasehold estate known as Parcel 30, it is necessary that existing Lease Nos. 5491 and 9427 be appropriately amended in several respects; and

WHEREAS, as a result of said Assignment and Amendment to Leases, the parties hereto desire to redesignate Parcel 30 as Parcel 30R, and to redesignate Parcel 28S as Parcel 28T, and otherwise to amend the effective legal descriptions of said parcels; and

WHEREAS, it is in the best interest of County and of Del Rey and Immobiliare that said Assignment and Amendment to Leases be executed in order that both Del Rey and Immobiliare be permitted to fully develop their parcels.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties and each of them do agree as follows:

A. ASSIGNMENT

1. Assignment of Portion of Lease No. 9427 (Parcel 28S): Immobiliare does hereby assign, transfer, grant, convey, and set over unto Del Rey all of their rights, title, and interest in that portion of the aforementioned leasehold estate created and covered by Lease No. 9427 dated May 14, 1965, made and entered into between the County as Lessor and the predecessors in interest of Immobiliare, as Lessee, and relating to those certain leased premises situated in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, herein referred to as Parcel 28S, which portion of said leasehold hereby assigned refers to and otherwise applies to that certain portion of Parcel 28S containing 13,065 square feet of land area and 130,053 square feet of water area which is identified as Parcel 28C and is legally described in Exhibit "A" attached hereto and incorporated herein by reference.

2. Acceptance of Assignment: Del Rey, in consideration of the above assignment, the terms and conditions of that certain written Agreement entered into between Del Rey and Immobiliare referred to hereinabove and dated January 13, 1972, as well as the written consent

of County set forth hereinbelow, does hereby accept the foregoing assignment of that portion of Immobiliare's aforementioned leasehold estate which "assigned portion" comprises that certain aforementioned 143,118 square foot portion of the leasehold estate created under the terms and conditions of said Lease No. 9427, and which portion is specifically and legally described in Exhibit "A" attached hereto and incorporated herein by reference; and, by accepting said assignment, Del Rey does hereby assume and agree to perform all of the terms, covenants, and conditions of said Lease No. 9427 and all amendments thereto as may be applicable to said "assigned portion" as fully as though Del Rey were originally named in said Lease as Lessee of said "assigned portion."

3. Consent to Assignment: County, as Lessor under that certain Lease No. 9427, does hereby consent to the assignment of the "assigned portion" of said leasehold from Immobiliare to Del Rey, and agrees that upon the effective date of this assignment specified hereinbelow, that Immobiliare shall be relieved of any and all obligations under said Lease No. 9427 as to that certain portion herein assigned to Del Rey, it being understood and agreed that said consent is subject to the following expressed conditions:

(a) This Consent to Assignment shall be null and void and of no force and effect until and unless the assignment above referred to is complete and irrevocable in all respects and all transactions related to said assignment have been completed and any escrow opened to accomplish said assignment has been closed.

(b) It is understood and agreed that County, in hereby giving its consent to said assignment, in no way or manner accepts, approves, or otherwise consents to the terms and conditions of that certain written Agreement dated January 13, 1972, between Del Rey and Immobiliare wherein the parties thereto agreed to execute said assignment, and it is further understood that any breach, default, or other termination

of said assignment after it once becomes complete and irrevocable in all respects shall in no manner effect said assignment nor in any other manner alter or modify the nature and extent of the rights, duties, and obligations of the parties created thereby.

(c) It is additionally expressly understood and agreed that no further assignment of said Lease No. 9427, nor any portion thereof, shall be made without the written consent of County having first been obtained thereto in accordance with the provisions of Section 22 of said Lease.

B. AMENDMENT TO LEASE NO. 9427 (PARCEL 28S)

Lease No. 9427 is hereby amended so as to refer only to that leasehold estate previously commonly known as Parcel 28S, Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, less that 143,118 square foot portion hereinabove assigned by Immobiliare to Del Rey. The provisions of said Lease No. 9427, as specifically amended hereinafter, shall continue to be fully applicable to said redesignated Parcel 28T. Said Lease No. 9427 is hereby amended as follows:

1. The resulting leasehold estate shall consist of 377,305 square feet of land area and 441,914 square feet of water area for a total of 819,219 square feet, and is legally described in Exhibit "B" attached hereto and incorporated herein by reference, and shall henceforth be known and designated as Parcel 28T.

2. Section 7 (Security Deposit) of said Lease is hereby deleted and the following substituted therefor:

"County hereby acknowledges receipt from lessee of the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This sum, which is an amount equal to approximately three (3) months' minimum bid rental, shall be retained by County as a security deposit to cover delinquent rent and any other financial obligations of the lessee under this lease, and shall be so applied at the discretion of County.

"In the event all or any part of said sum so deposited is applied against any rent or other financial obligations of lessee due and unpaid, the lessee shall immediately reimburse the County an amount equal to that portion of the security deposit applied by County so that at all times during the life of this lease said full security deposit shall be maintained with County. Failure to maintain the full amount of security deposit shall constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the lessee shall be returned.

"At any time subsequent to the first three (3) years of the term of this lease, lessee may, with approval of Director, substitute for said cash security deposit a corporate surety bond issued by a surety company licensed to transact business in the State of California, or such other bond or written undertaking satisfactory to Director, in an amount equal to said deposit."

3. Section 12 (Square Foot Rental) of said lease, is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the demised premises shall be SEVENTY-THREE THOUSAND EIGHT HUNDRED SEVENTEEN AND 65/100 (\$73,817.65).

"Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month."

C. COMBINATION OF ASSIGNED PORTION OF LEASE NO. 9427 (PARCEL 28S) WITH LEASE NO. 5491 (PARCEL 30) AND AMENDMENT TO LEASE NO. 5491

1. Insofar as Lease No. 9427 or any amendments thereto, as well as all covenants, promises, terms and conditions contained therein,

are applicable to said "assigned portion," said provisions of Lease No. 9427 applicable to said "assigned portion" are hereby combined and otherwise integrated with that aforementioned Lease No. 5481, which latter lease created, covers, and is otherwise applicable to those certain demised premises known as Parcel 30, Marina del Rey Small Craft Harbor, County of Los Angeles, State of California. Insofar as the terms and conditions of Lease No. 9427 applicable to said "assigned portion" which are essentially the same as the terms and conditions of Lease No. 5491, the terms and conditions of the former are hereby extinguished and superseded. Insofar as the terms and conditions of the Leases hereby combined are not identical or are otherwise at variance with each other, the amendments to Lease No. 5491 set forth hereinbelow are intended to provide for the full combination of said Leases and shall therefore be effective and apply to the entire leasehold estate hereby created, thereby superseding and extinguishing any remaining portions of that Lease No. 9427 assigned from Immobiliare to Del Rey.

2. Lease No. 5491 and amendments thereto relating to and otherwise applicable to Parcel 30, Marina del Rey Small Craft Harbor are hereby amended as follows:

The leasehold shall consist of 149,014 square feet of land area and 346,607 square feet of water area for a total of 495,621 square feet and is legally described in Exhibit "C" attached hereto and incorporated herein by reference, and shall henceforth be known and designated as Parcel 30R, Marina del Rey.

3. Section 7 (Security Deposit) of said Lease is hereby deleted and the following substituted therefor:

"County hereby acknowledges receipt from lessee of the sum of EIGHT THOUSAND FOUR HUNDRED TWENTY-TWO AND 83/100 DOLLARS (\$8,422.83). This sum, which is an amount equal to approximately three (3) months' minimum bid rental, shall be retained by County

as a security deposit to cover delinquent rent and any other financial obligations of the lessee under this lease, and shall be so applied at the discretion of County.

"In the event all or any part of said sum so deposited is applied against any rent or other financial obligations of lessee due and unpaid, the lessee shall immediately reimburse the County an amount equal to that portion of the security deposit applied by County so that at all times during the life of this lease said full security deposit shall be maintained with County. Failure to maintain the full amount of security deposit shall constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the lessee shall be returned.

"At any time subsequent to the first three (3) years of the term of this lease, lessee may, with approval of Director, substitute for said cash security deposit a corporate surety bond issued by a surety company licensed to transact business in the State of California, or such other bond or written undertaking satisfactory to Director, in an amount equal to said deposit."

4. Section 12 (Square Foot Rental) 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:

"(a) Seven and 6/10 cents (\$0.076) per square foot of land as to 135,949 square feet;

"(b) Six and 1/10 cents (\$0.061) per square foot of water as to 216,554 square feet;

"(c) Eleven cents (\$0.11) per square foot of land as to 13,065 square feet;

"(d) Six and 699/1000 cents (\$0.06699) per square foot of water area as to 130,050 square feet.

"The total annual rental for the entire leasehold premises shall be THIRTY-THREE THOUSAND SIX HUNDRED NINETY-ONE AND 32/100 (\$33,691.32).

"Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month."

5. Any and all other terms, conditions, and covenants set forth in said Lease No. 5491 and all amendments thereto not superseded or altered hereinabove, and specifically including but not limited to the provisions of Section 3 (Purpose or Use of Property), Section 5 (Plans and Specifications for Required Construction), Section 6 (Required Construction Schedule), Section 11 (Gross Receipts), and Section 13 (Percentage Rentals) are hereby reaffirmed in their entirety, and it is understood and agreed that all such other terms, conditions, and covenants set forth in said Lease and amendments thereto except as expressly otherwise amended herein are to be deemed fully applicable to the whole of the combined premises herein redesignated Parcel 3OR.

D. The effective date of this Assignment and Amendment to Leases is the first day of the month following execution of this document by the Chairman of the Board of Supervisors, County of Los Angeles.

STATE OF CALIFORNIA
County of Los Angeles

} ss

On this 24th day of August, A.D., 19 72, 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.

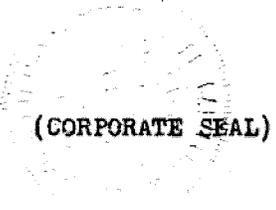


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

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

By *Myra Glenn* Deputy

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this Consent to Assignment and Amendment to Leases to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and Del Rey and Immobiliare, the other parties hereto, have executed this Assignment and Amendment to Leases, or caused the same to be duly executed, the day, month, and year first above written.

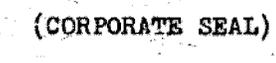


(CORPORATE SEAL)

IMMOBILIARE CALIFORNIA, INC.

By [Signature] Vice President

By [Signature] Assistant Secretary



(CORPORATE SEAL)

DEL REY YACHT CLUB

By [Signature] President

By [Signature] Secretary



ATTEST:

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

By [Signature] Deputy

COUNTY OF LOS ANGELES

By [Signature] Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By [Signature] Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LC

[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER

Exhibit "A"

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 28C

Those portions of Parcels 447, 449 to 453 inclusive, 458 to 462 inclusive and 911, 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, described as a whole as follows:

Beginning at the westerly terminus of a curve concave to the northwest, having a radius of 115 feet, tangent to the northerly line of the southerly 6 feet of said Parcel 450 and tangent to a line parallel with and 1 foot westerly, measured at right angles, from the northerly prolongation of the easterly line of said Parcel 452; thence northeasterly along said curve 180.64 feet to said parallel line; thence North along said parallel line 112.00 feet to the beginning of a curve concave to the southwest, having a radius of 115 feet, tangent to said parallel line and tangent to the southerly line of the northerly 6 feet of said Parcel 461; thence northwesterly along said last mentioned curve 180.64 feet to said southerly line; thence North at right angles from said southerly line 6.00 feet to the southerly line of said Parcel 460; thence West along the southerly lines of said Parcels 460 and 462 a distance of 162.25 feet to the westerly line of the easterly 78.25 feet of said Parcel 462; thence North along said westerly line 200.00 feet to the northerly line of said last mentioned parcel; thence East along the northerly lines of said Parcels 462, 460 and 458 a distance of 278.25 feet to the northeasterly corner of said Parcel 458; thence South along the easterly lines of said Parcels 458 and 459 a distance of 317.00 feet to the northerly boundary of said Parcel 911; thence easterly, southeasterly, southerly, southwesterly and westerly along the northerly, northeasterly, easterly, southeasterly and southerly boundaries of said last mentioned parcel a distance of 188.50 feet to the northeasterly corner of said Parcel 452; thence South along the easterly lines of said Parcels 452 and 453 a distance of 317.00 feet to the southeasterly corner of said Parcel 453; thence West along the southerly lines of said Parcels 453, 451, 449 and 447 a distance of 372.00 feet to the westerly line of the easterly

72 feet of said Parcel 447; thence North along said last mentioned westerly line 200.00 feet to the northerly line of said last mentioned parcel; thence East along the northerly lines of said Parcels 447, 449 and 451 a distance of 256.00 feet to a prolonged radial of said first mentioned 115 foot radius curve at the westerly terminus thereof; thence North along said prolonged radial 6.00 feet to the point of beginning.

Reserving and excepting unto the County of Los Angeles rights of way for sanitary sewers and harbor utility purposes in and across above described parcel of land which lie within the southerly 10 feet of said Parcels 450 and 452 and the northerly 10 feet of said Parcels 459 and 461.

DESCRIPTION APPROVED

APR 7 1972

HARVEY T. BRANDT
County Engineer

By *John Sakata* Deputy

Exhibit "B"

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 28T

Part A:

Those portions of Parcels 425, 427, 429, 431, 433, 435, 437, 438, 440, 442, 444, 446, 448, 450, 452, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 910 and 911, 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:

Commencing at the westerly terminus of the southerly line of said Parcel 425; thence East along said southerly line and its easterly prolongation 108.44 feet; thence North 36.00 feet to a point in a line parallel with and 36 feet northerly, measured at right angles, from said easterly prolongation, said point being the beginning of a curve concave to the northeast, tangent to said parallel line and having a radius of 135 feet, said point also being the true point of beginning; thence northwesterly along said curve through a central angle of $68^{\circ}28'21''$ a distance of 161.34 feet; thence North $21^{\circ}31'39''$ West tangent to said curve 87.96 feet to a point, said last mentioned point being the beginning of a curve concave to the southeast and having a radius of 59.5 feet, a radial of said last mentioned curve to said last mentioned point bears North $77^{\circ}17'35''$ West; thence northeasterly along said last mentioned curve through a central angle of $55^{\circ}18'44''$ a distance of 57.44 feet to a point, said last mentioned point being the beginning of a curve concave to the north, having a central angle of $36^{\circ}40'59''$ and having a radius of 115 feet, a radial of said last mentioned curve to said last mentioned point bears South $1^{\circ}52'22''$ West; thence easterly along said last mentioned curve 17.27 feet to the north-easterly boundary of said Parcel 911; thence South $55^{\circ}08'23''$ East along said northeasterly boundary 3.67 feet to the most westerly corner of said Parcel 483; thence North $34^{\circ}51'37''$ East along the northwesterly line of said last mentioned parcel a distance of 3.40 feet to said last mentioned curve; thence easterly and northeasterly along said last mentioned curve 51.35 feet to the northeasterly terminus thereof;

said Parcels 450, 452 and 455 and the northerly 10 feet of said Parcels 455, 459 and 461.

Also Reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across above described parcel of land, within a strip of land 10 feet wide, the easterly line of which is the easterly line of said Parcel 455, said 10 foot strip of land extends from the southerly line of the northerly 10 feet of said last mentioned parcel, southerly to the northerly line of the southerly 10 feet of said last mentioned parcel.

DESCRIPTION APPROVED .

APR 7 1972

HARVEY T. BRANDT
County Engineer

By *John A. ...* Deputy

Exhibit "C"

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 30R

Those portions of Parcels 447, 449 to 462 inclusive and 911, 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, described as a whole as follows:

Beginning at the westerly terminus of a curve concave to the northwest, having a radius of 115 feet, tangent to the northerly line of the southerly 6 feet of said Parcel 450 and tangent to a line parallel with and 1 foot westerly, measured at right angles, from the northerly prolongation of the easterly line of said Parcel 452; thence north-easterly along said curve 180.64 feet to said parallel line; thence North along said parallel line 112.00 feet to the beginning of a curve concave to the southwest, having a radius of 115 feet, tangent to said parallel line and tangent to the southerly line of the northerly 6 feet of said Parcel 461; thence northwesterly along said last mentioned curve 180.64 feet to said southerly line; thence North at right angles from said southerly line 6.00 feet to the southerly line of said Parcel 460; thence West along the southerly lines of said Parcels 460 and 462 a distance of 162.25 feet to the westerly line of the easterly 78.25 feet of said Parcel 462; thence North along said westerly line 200.00 feet to the northerly line of said last mentioned parcel; thence East along the northerly lines of said Parcels 462, 460, 458, 457 and 456 a distance of 753.26 feet to the northeasterly corner of said Parcel 456; thence South along the easterly line of said last mentioned parcel a distance of 754.00 feet to the southeasterly corner of said last mentioned parcel; thence West along the southerly lines of said Parcels 456, 454, 453, 451, 449, and 447 a distance of 847.01 feet to the westerly line of the easterly 72 feet of said Parcel 447; thence North along said last mentioned westerly line 200.00 feet to the northerly line of said last mentioned parcel; thence East along the northerly lines of said Parcels 447, 449 and 451 a distance of 256.00 feet to a prolonged radial of said first mentioned 115 foot radius curve at the westerly terminus thereof; thence North along said radial 6.00 feet to the point of beginning.

Reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer and harbor utility purposes in and across above described parcel of land which lie within the southerly 10 feet of

thence North $55^{\circ}11'23''$ East tangent to said last mentioned curve 64.64 feet to the beginning of a curve concave to the south, having a radius of 85 feet, tangent to said last mentioned course and tangent to a line parallel with and 36 feet southerly, measured at right angles, from the northerly line of said Parcel 481; thence easterly along said last mentioned curve 51.64 feet to said last mentioned parallel line; thence East along said last mentioned parallel line 1091.28 feet to the beginning of a curve concave to the southwest, having a radius of 85 feet, tangent to said last mentioned parallel line and tangent to a line parallel with and 31 feet westerly, measured at right angles, from the easterly line of said Parcel 459; thence southeasterly along said last mentioned curve 133.52 feet to said last mentioned parallel line; thence South along said last mentioned parallel line 112.00 feet to the beginning of a curve concave to the northwest, having a radius of 85 feet, tangent to said last mentioned parallel line and tangent to said first mentioned parallel line; thence southwesterly along said last mentioned curve 133.52 feet to said first mentioned parallel line; thence West along said first mentioned parallel line 1140.19 feet to said true point of beginning.

Part B:

Those portions of Parcels 425 to 428 inclusive, 430, 432, 434, 436, 439, 441, 443, 445 and 447, as shown on above mentioned map, described as a whole as follows:

Beginning at the most northerly corner of said Parcel 425, said corner being the beginning of a curve concave to the southwest, having a radius of 78.88 feet, tangent to the northeasterly boundary of said last mentioned parcel and tangent to the easterly line of the westerly 16 feet of said last mentioned parcel; thence southeasterly along said curve 51.13 feet to said easterly line; thence South $18^{\circ}00'00''$ East along said easterly line 106.06 feet to a curve concentric with and 31 feet southwesterly, measured radially, from the 135 foot radius curve in the southwesterly and southerly boundaries of above described Part A; thence southeasterly along said concentric curve 208.60 feet to a prolonged radial of said 135 foot radius curve at the easterly terminus thereof; thence South along said prolonged radial 5.00 feet to the northerly line of said Parcel 428; thence East along the northerly lines of said Parcels 428, 430, 432, 436, 439, 441, 443, 445 and 447 a distance of 884.19 feet to the westerly line of the easterly 72 feet of said Parcel 447;

thence South along said westerly line 200.00 feet to the southerly line of said last mentioned parcel; thence West along the southerly lines of said Parcels 447, 445, 443, 441, 439, 436, 434, 432, 430, 428 and 426 a distance of 1135.89 feet to the southwesterly corner of said Parcel 426; thence North 25°39'10" East along the northwesterly line of said last mentioned parcel a distance of 249.20 feet to the most northerly corner of said last mentioned parcel; thence North 18°00'00" West along the southwesterly line of said Parcel 425 a distance of 248.44 feet to the point of beginning.

Part C:

Parcels 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482 and 484, as shown on above mentioned map.

Excepting from last described parcel of land the easterly 78.25 feet of said Parcel 462.

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 of above described Part B, within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 33 feet northerly, measured at right angles, from the southerly line of said Parcel 425 with a line parallel with and 95.48 feet southwesterly, measured at right angles, from the northeasterly line of Parcel 395, as shown on above mentioned map; thence North 55°08'23" West along said last mentioned parallel line 300.00 feet.

DESCRIPTION APPROVED

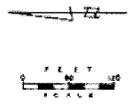
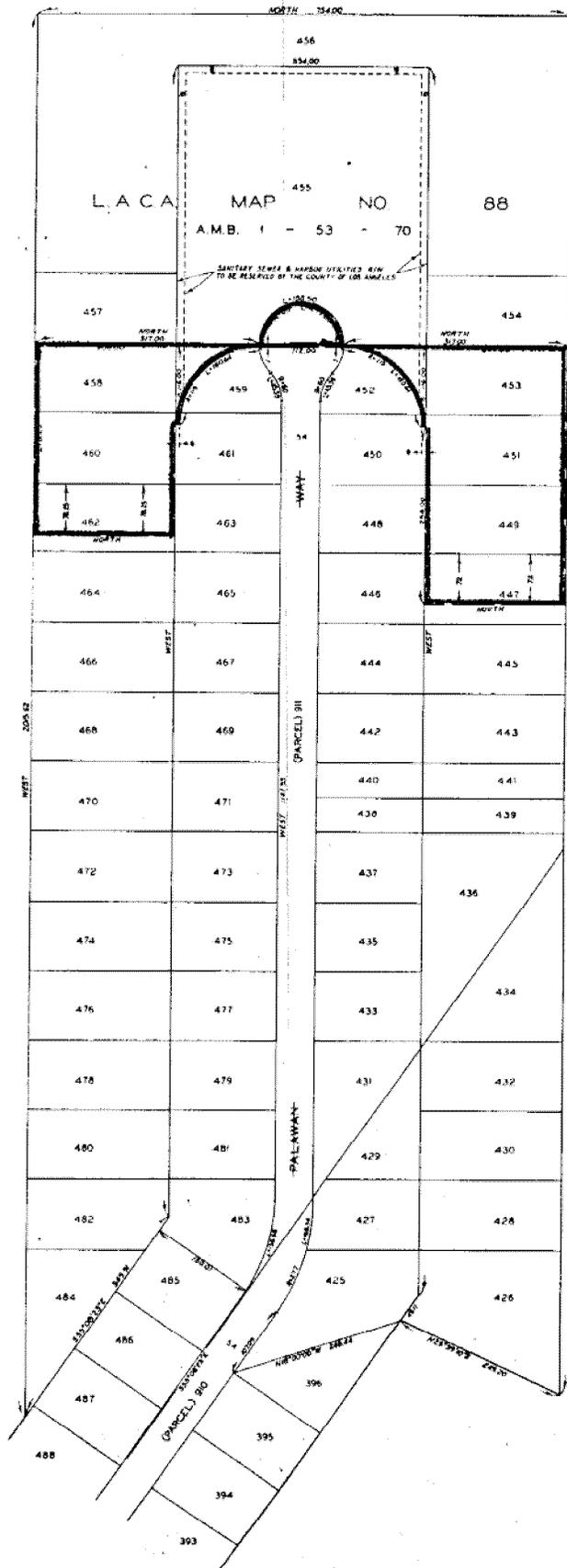
April 27, 1972

HARVEY T. BRANDT

County Engineer

By Edgar Spabitz Deputy

Exhibit "A"



MARINA DEL REY

BOUNDARY OF LEASE PARCEL 28C
JULY 1972

FINAL PRINT

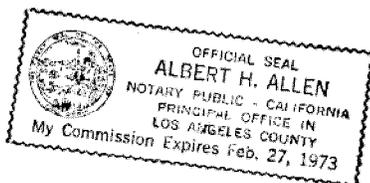
JUL 13 1972

WET AREA 130,053 ± 2.986 AC.
DRY AREA 13,065 ± 0.300 AC.
GROSS AREA 143,118 ± 3.286 AC.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On August 14, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared MORTON J. BLOOM, known to me to be the President, and IRA S. BARZILAY, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 11, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared RODOLFO E. PEREZ, known to me to be the Executive Vice President, and ROBERT S. BORLENGHI, known to me to be the Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Ruby Shiba

Notary Public in and for said County and State.

