

Recording Requested by:

COUNTY OF LOS ANGELES

When Recorded Return to:

COUNTY OF LOS ANGELES
Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Amy Caves, Esq.

FREE RECORDING PURSUANT TO GOVERNMENT CODE SECTION 6103

SPACE ABOVE THIS LINE FOR RECORDING USE

**MEMORANDUM OF AMENDED AND RESTATED LEASE AGREEMENT
PARCEL 42 — MARINA DEL REY**

This Memorandum of Amended and Restated Lease Agreement Parcel 42 — Marina Del Rey ("**Memorandum**") is made and entered into as of August 30, 2013 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES ("**County**"), as lessor, and IWF MDR HOTEL, L.P., a California limited partnership (together with its permitted successors and assigns, "**Lessee**"), as lessee.

RECITALS

WHEREAS, County, as lessor, and Milton Weber, Elias Alan Fellman, Gerald Fellman and Edward Z. Fellman, a partnership (collectively, "**Original Lessee**"), as lessee, entered into Lease No. 5577 dated May 7, 1962, as amended (the "**Existing Lease**"), concerning the lease of certain real property in the Marina del Rey Small Craft Harbor commonly known collectively as Parcels 42 and 43 and more particularly described in the Existing Lease (the "**Existing Premises**");

WHEREAS, Lessee is the current successor-in-interest to the Original Lessee's right, title and interest as lessee under the Existing Lease;

WHEREAS, the term of the Existing Lease is currently scheduled to expire on February 28, 2022 (the "**Existing Expiration Date**");

WHEREAS, County and Lessee entered into that certain Option Agreement Regarding Leasehold Interest (Parcels 42 and 43) dated May 17, 2011 (the "**Original Option Agreement**"), pursuant to which County granted Lessee two options concerning the Existing Lease, one referenced in the Option Agreement as the "**Parcel 42 Option**" and one referenced in the Option Agreement as the "**Parcel 43 Option**,"

WHEREAS, County and Lessee entered into that certain Amendment to Option Agreement Regarding Leasehold Interest (Parcels 42 and 43) dated November 13, 2012 (the "**Option Agreement Amendment**") pursuant to which the Original Option Agreement was amended in certain respects, including the extension of the required dates for the exercise of the Parcel 42 Option and the Parcel 43 Option; the Original Option Agreement, as amended by the Option Agreement Amendment is referred to herein as the "**Option Agreement**;"

WHEREAS, the Parcel 42 Option included an option in favor of Lessee to: (a) bifurcate and re-divide the Existing Premises into two separate leaseholds consisting of the Premises described in this Memorandum and a modified Parcel 43 premises described in the Option Agreement; (b) the recordation of a Reciprocal Easement Agreement with respect to the two premises that is being recorded on the date of the recordation of this Memorandum (the "**Reciprocal Easement Agreement**"); (c) the division of the Existing Lease into two separate amended and restated leases, one consisting of the Lease referenced in this Memorandum and the second consisting of an amended and restated lease for the modified Parcel 43 premises; (d) the extension of the term of the lease for the premises described on Exhibit A attached to this Memorandum (the "**Parcel 42 Premises**") from the Existing Expiration Date to February 28, 2061; and (e) the complete renovation of the improvements located on the Parcel 42 Premises;

WHEREAS, Lessee has exercised the Parcel 42 Option in accordance with the terms and provisions of the Option Agreement;

WHEREAS, pursuant to the Option Agreement and the exercise of the Parcel 42 Option, County and Lessee have entered into an Amended and Restated Lease Agreement with respect to the Parcel 42 Premises (the "**Parcel 42 Lease**") to fully amend and restate the Existing Lease in its entirety with respect to the Parcel 42 Premises;

WHEREAS, the Parcel 43 Option has not yet been exercised; and

WHEREAS, concurrently herewith (a) County and Lessee are entering into an Amended and Restated Lease Agreement (Pre-Parcel Parcel 43 Option Exercise) with respect to the "Modified Parcel 43 Premises (Pre-Expansion)" described in the Option Agreement, to amend and restate the Existing Lease in its entirety with respect to the "Modified Parcel 43 Premises (Pre-Expansion)" (as the same hereafter may be amended prior to the exercise of the Parcel 43 Option, the "**Pre-Expansion Parcel 43 Lease**"); (b) Lessee's rights, title and interests under the Pre-Expansion Parcel 43 Lease are being assigned by Lessee to MDR MARINA, L.P., a California limited partnership ("**MDRM**"), an affiliate of Pacific Marina Development, Inc., and MDRM is assuming Lessee's obligations and liabilities under the Pre-Expansion Parcel 43 Lease as lessee ("**Parcel 43 Lessee**"); and (c) County and MDRM are entering into an Option Agreement Regarding Leasehold Interest (Parcel 43) pursuant to which MDRM has been granted a new option to replace the Parcel 43 Option.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto and each of them do agree that the Existing Lease is amended and restated with respect to the Parcel 42 Premises in accordance with the Parcel 42 Lease, as follows:

1. **Capitalized Terms.** Capitalized terms used in this Memorandum and not defined herein shall have the meaning ascribed to such terms in the Parcel 42 Lease.

2. **Lease.** For and in consideration of the payment of rentals and the performance of all the covenants and conditions set forth in the Parcel 42 Lease, County hereby leases to Lessee, and Lessee hereby leases and hires from County, an exclusive right to possess and use, as lessee, the Parcel 42 Premises for the Term (as hereinafter defined) and upon the terms and conditions and subject to the requirements set forth in the Parcel 42 Lease.

3. **Term.** Unless terminated sooner in accordance with the provisions of the Parcel 42 Lease, the term of the Parcel 42 Lease shall be for the period commencing on March 1, 1962 and expiring at 11:59 p.m. on February 28, 2061 ("**Term**").

4. **Reservations.** Lessee and County expressly agree that the Parcel 42 Lease and all of Lessee's rights thereunder shall be subject to all prior encumbrances, reservations, licenses, easements and rights of way existing as of the date of the Existing Lease or otherwise referenced in the Parcel 42 Lease in, to, over or affecting the Parcel 42 Premises for any purpose whatsoever, and also subject to any other encumbrances, reservations, licenses, easements and rights of way consented to by Lessee in writing. Without limiting the foregoing, the Parcel 42 Lease shall be subject to the Reciprocal Easement Agreement. Lessee agrees during the Term of the Parcel 42 Lease, as a covenant of Lessee under the Parcel 42 Lease, to perform and comply with all obligations, covenants and liabilities of Lessee, and all other terms and provisions applicable to Lessee, under the Reciprocal Easement Agreement. Notwithstanding any contrary provision of the Parcel 42 Lease, County shall have no liability to Lessee under the Parcel 42 Lease, and Lessee's obligations under the Parcel 42 Lease shall not be excused, delayed, deferred, extended or otherwise affected, by (a) any breach, default, act or omission by or on behalf of the Parcel 43 Lessee, its employees, agents, affiliates, subtenants, licensees, contractors, successors or assigns, under the Reciprocal Easement Agreement; (b) any events, occurrences, conditions or other matters pertaining or relating to the Landside Anchorage Improvements; or (c) any redevelopment or renovation of the Parcel 43 Premises (as defined in the Parcel 42 Lease) or improvements located thereon (or any failure of, or delay in, the redevelopment or renovation of the Parcel 43 Premises or improvements located thereon), including, without limitation, any disturbance, inconvenience, disruption, noise or other adverse effect upon the Parcel 42 Premises or Improvements, or the use or operation thereof, incurred or resulting therefrom. The terms and provisions of this paragraph are not intended to modify or affect any express obligations of County under the Reciprocal Easement Agreement that may be applicable under the Reciprocal Easement Agreement with respect to any period during which neither the Parcel 43 Lease (as defined in the Parcel 42 Lease) nor any new or replacement lease is in effect with respect to the Parcel 43 Premises or a portion thereof.

Without limiting the foregoing, Lessee expressly agrees that the Parcel 42 Lease and all rights thereunder shall be subject to all prior matters of record and the right of County or City existing as of the Effective Date or otherwise disclosed to or known to Lessee, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Parcel 42 Premises, together with the right of County or the City to convey such easements and transfer such rights to others.

Notwithstanding the foregoing or anything herein to the contrary, County agrees to cooperate with Lessee, at Lessee's cost, in Lessee's efforts to address title matters, if any, which would prevent Lessee from proceeding with the redevelopment of the Parcel 42 Premises in accordance with the Renovation Work (as defined in the Parcel 42 Lease), as long as such efforts do not materially adversely affect the County (e.g., cooperating with Lessee in the relocation at Lessee's cost of any easements which interfere with the Renovation Work, to the extent such relocation is reasonably acceptable to County).

5. **Successors.** Subject to the provisions in the Parcel 42 Lease governing assignment, the rights and obligations created in the Parcel 42 Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees, and assigns of County and Lessee.

6. **Incorporation and Conflicts.** The purpose of this Memorandum is to provide notice of the Parcel 42 Lease. All of the terms and conditions of the Parcel 42 Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Parcel 42 Lease, the terms of the Parcel 42 Lease shall prevail. This Memorandum is prepared for the purpose of recordation only and it in no way modifies the provisions of the Parcel 42 Lease. A true copy of the Parcel 42 Lease is on file in the offices of the County at Department of Beaches & Harbors, 13837 Fiji Way, Marina del Rey, California 90292. This Memorandum may be executed in counterparts, each of which shall be an original and all of which together shall constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Memorandum of Lease as of the Effective Date.

THE COUNTY OF LOS ANGELES

By: *Mark Ridley-Thomas*
Chair, Board of Supervisors

IWF MDR HOTEL, L.P., a California limited partnership

By: IWF MDR Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: _____
Name: _____
Title: _____

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: *Rachelle Smithman*
Deputy
AUG 28 2013



APPROVED AS TO FORM:

JOHN F. KRATTLI,
COUNTY COUNSEL

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: *[Signature]*

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30

MAY 17 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

IN WITNESS WHEREOF, County and Lessee have entered into this Memorandum of Lease as of the Effective Date.

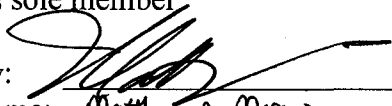
THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

IWF MDR HOTEL, L.P., a California limited partnership

By: IWF MDR Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: 
Name: Matthew D. Marquis
Title: President

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI,
COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On AUGUST 29, 2013 before me, IVONNE EVELYN UMANA, NOTARY PUBLIC

personally appeared LA CHELLE MAUREEN SMITHERMAN

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

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: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

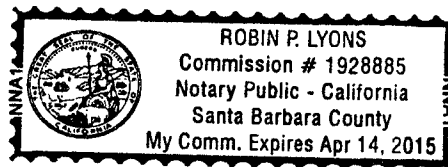
STATE OF California)
)
COUNTY OF Santa Barbara)

On August 27, 2013, before me, Robin P. Lyons, a Notary Public, personally appeared Matthew Marguis, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robin P. Lyons (Seal)



STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL 42 PREMISES

That certain real property in the City of Marina del Rey, County of Los Angeles, State of California described as follows:

Parcels 718 and 720, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 through 70, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, State of California.

EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the northwesterly corner of said Parcel 718; thence North 60°00'00" East, along the northwesterly line of said Parcel 718, a distance of 578.76 feet to the most northerly corner of said Parcel 718; thence South 54°19'21" West 167.99 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 41.00 feet; thence South 30°00'00" East 34.00 feet; thence North 60°00'00" East 41.00 feet; thence North 30°00'00" West 34.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the most northerly corner of said Parcel 720; thence South 30°00'00" East, along the northeasterly line of said Parcel 720, a distance of 150 feet to the most easterly corner of said Parcel 720; thence South 73°23'09" West 137.91 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 104.00 feet; thence North 30°00'00" West 45.00 feet; thence North 60°00'00" East 104.00 feet; thence South 30°00'00" East 45.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons lying at or below a depth of 500 feet from the surface, but without any right of entry upon the surface or the first 500 feet below the surface, as reserved to the defendants in a Final Order of Condemnation, had in Superior Court Case No. S.M.C. 5262, certified copies of which were recorded on December 5, 1958, in Book D297, page 221, of Official Records, in the office of said Registrar-Recorder/County Clerk, and on August 21, 1959, in Book D580, page 230, of said Official Records.

RESERVING therefrom to the County of Los Angeles easements for sanitary sewer, fire access, harbor utility, and storm drain purposes within those portions thereof designated on said map to be reserved by said county for such purposes.

AMENDED AND RESTATED LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

and

IWF MDR HOTEL, L.P.

(Parcel 42 -- Lease No. 78022)

Dated as of August 30, 2013

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**AMENDED AND RESTATED LEASE AGREEMENT
PARCEL 42 — MARINA DEL REY**

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WHEREAS, County and Lessee entered into that certain Amendment to Option Agreement Regarding Leasehold Interest (Parcels 42 and 43) dated November 13, 2012 (the "**Option Agreement Amendment**") pursuant to which the Original Option Agreement was amended in certain respects, including the extension of the required dates for the exercise of the Parcel 42 Option and the Original Parcel 43 Option; the Original Option Agreement, as amended by the Option Agreement Amendment is referred to herein as the "**Option Agreement**";

WHEREAS, the Parcel 42 Option included an option in favor of Lessee to: (a) bifurcate and re-divide the Existing Premises into two separate leaseholds consisting of the Premises described in this Lease and a modified Parcel 43 premises described in the Option Agreement; (b) the recordation of a reciprocal easement agreement with respect to the two premises; (c) the division of the Existing Lease into two separate amended and restated leases, one consisting of this Lease and the second consisting of an amended and restated lease for the modified Parcel 43 premises; (d) the extension of the term of the lease for the Premises under this Lease from the Existing Expiration Date to February 28, 2061; and (e) the complete renovation of the

improvements located on the Premises under this Lease in accordance with the terms and provisions of this Lease;

WHEREAS, Lessee has exercised the Parcel 42 Option in accordance with the terms and provisions of the Option Agreement;

WHEREAS, the Original Parcel 43 Option has not yet been exercised; and

WHEREAS, concurrently herewith (a) County and Lessee are entering into an Amended and Restated Lease Agreement (Pre-Parcel Parcel 43 Option Exercise) with respect to the "Modified Parcel 43 Premises (Pre-Expansion)" described in the Option Agreement, to amend and restate the Existing Lease in its entirety with respect to the "Modified Parcel 43 Premises (Pre-Expansion)" (as the same hereafter may be amended prior to the exercise of the Parcel 43 Option, the "**Pre-Expansion Parcel 43 Lease**"); (b) Lessee's rights, title and interests under the Pre-Expansion Parcel 43 Lease are being assigned by Lessee to MDR MARINA, L.P., a California limited partnership ("**MDRM**"), an affiliate of Pacific Marina Development, Inc., and MDRM is assuming Lessee's obligations and liabilities under the Pre-Expansion Parcel 43 Lease; and (c) County and MDRM are entering into an Option Agreement Regarding Leasehold Interest (Parcel 43) pursuant to which MDRM has been granted an option (the "**Parcel 43 Option**") to replace the Original Parcel 43 Option.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree that the Existing Lease is hereby amended and restated in its entirety with respect to the Premises, as follows:

1. BACKGROUND AND GENERAL.

1.1 Definitions. The defined terms in this Lease shall have the following meanings:

1.1.1 "ACCOUNTING YEAR" shall have the meaning set forth in Section 14.7.

1.1.2 "ACTUAL COST" shall mean (i) the reasonable out-of-pocket costs and expenses incurred by County with respect to a particular activity or procedure, including without limitation, expenditures to third party legal counsel, financial consultants and advisors (including the use of County's environmental consultant), (ii) costs incurred in connection with appraisals, (iii) the reasonable value of services actually provided by County's in-house counsel, and (iv) the reasonable value of services actually provided by County's lead lease negotiator/administrator and any other lease auditors and other County administrative staff below the level of deputy director (the administrative level which is two levels below County department head) required by the lead lease negotiator/administrator for technical expertise or assistance. In those instances in which Lessee is obligated to reimburse County for its Actual Costs incurred in performing obligations required to be performed by Lessee under this Lease which Lessee fails to perform within the applicable cure period, if any, provided under this Lease, Actual Costs shall also include a reasonable allocation of County overhead and administrative costs to compensate County for performing such obligations on behalf of Lessee.

- 1.1.3 “ADA” shall have the meaning set forth in Section 1.2.1.
- 1.1.4 “ADDITIONAL DISPUTES” shall have the meaning set forth in Section 16(a).
- 1.1.5 “ADJUSTMENT DATES” shall have the meaning set forth in Section 4.3.
- 1.1.6 “ADMINISTRATIVE CHARGE” shall have the meaning set forth in Section 4.6.
- 1.1.7 “AGGREGATE TRANSFER” shall have the meaning set forth in Subsection 4.6.3.
- 1.1.8 “ALTERATIONS” shall have the meaning set forth in Section 5.2.
- 1.1.9 “ANTENNAE” shall have the meaning set forth in Subsection 3.2.2.5.
- 1.1.10 “ANNUAL MINIMUM RENT” shall have the meaning set forth in Subsection 4.2.1.
- 1.1.11 “ANNUAL RENT” shall have the meaning set forth in Section 4.2.
- 1.1.12 “APPLICABLE LAWS” shall have the meaning set forth in Subsection 1.2.1.
- 1.1.13 “APPLICABLE RATE” shall mean an annually compounded rate of interest equal to the lesser of (a) ten percent (10%) per annum or (b) the Prime Rate plus three percent (3%) per annum; provided, however, that the Applicable Rate shall in no event exceed the maximum rate of interest which may be charged pursuant to Applicable Laws.
- 1.1.14 “APPLICABLE RENOVATION COSTS” shall have the meaning set forth in Section 5.1.
- 1.1.15 “APPROVED GOVERNMENTAL CHANGES” shall mean any changes to the Renovation Work (or other Alterations, as applicable) required by the California Coastal Commission or other applicable governmental agency as a condition to the issuance of required governmental permits and approvals for such Renovation Work (or other Alterations, as applicable), except for any change that is a Material Modification.
- 1.1.16 “ASSIGNMENT STANDARDS” shall have the meaning set forth in Section 11.2.
- 1.1.17 “AUDITOR-CONTROLLER” shall mean the Auditor-Controller of the County of Los Angeles, California.
- 1.1.18 “AWARD” shall have the meaning set forth in Subsection 6.1.3.
- 1.1.19 “BASE VALUE” shall have the meaning set forth in Subsection 4.8.1.1.

- 1.1.20 “BENEFICIAL INTEREST” shall have the meaning set forth in Subsection 4.6.4.
- 1.1.21 “BOARD” shall mean the Board of Supervisors for the County of Los Angeles.
- 1.1.22 “BUSINESS DAY” shall have the meaning set forth in Section 17.3.
- 1.1.23 “CALCULATION NOTICE” shall have the meaning set forth in Section 4.7.
- 1.1.24 “CAPITAL IMPROVEMENT FUND” shall have the meaning set forth in Section 5.13.
- 1.1.25 “CHANGE OF OWNERSHIP” shall have the meaning set forth in Subsection 4.6.1.
- 1.1.26 “CHANGE OF CONTROL” shall have the meaning set forth in Subsection 4.6.1.
- 1.1.27 “CITY” shall mean the City of Los Angeles, California.
- 1.1.28 “CONDEMNATION” shall have the meaning set forth in Subsection 6.1.1.
- 1.1.29 “CONDEMNOR” shall have the meaning set forth in Subsection 6.1.4.
- 1.1.30 “CO DATE” means the date of the issuance of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval, for legal use and occupancy of the Hotel, as renovated by the Renovation Work.
- 1.1.31 “CONSTRUCTION COMPLETION DATE” means the date of the substantial completion of the Renovation Work, including the receipt of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval, for legal use and occupancy of the Hotel, as renovated by the Renovation Work.
- 1.1.32 “CONSTRUCTION PERIOD” shall have the meaning set forth in Subsection 4.2.1.
- 1.1.33 “CONSUMER PRICE INDEX” shall mean the Consumer Price Index--All Urban Consumers for Los Angeles-Riverside-Orange County, as published from time to time by the United States Department of Labor or, in the event such index is no longer published or otherwise available, such replacement index as may be reasonably agreed upon by County and Lessee.
- 1.1.34 “COST” shall have the meaning set forth in Subsection 4.2.2.3(6).

1.1.35 "COUNTY" shall have the meaning set forth in the first paragraph of this Lease.

1.1.36 "COUNTY OPTION" shall have the meaning set forth in Subsection 11.2.4.

1.1.37 "COUNTY OPTION PRICE" shall have the meaning set forth in Subsection 11.2.4.

1.1.38 "COUNTY POOL RATE" shall have the meaning set forth in Subsection 4.4.5 of this Lease.

1.1.39 "COUNTY REMOVAL NOTICE" shall have the meaning set forth in Subsection 2.3.2.

1.1.40 "CVB PAYMENT" shall have the meaning set forth in Subsection 4.2.2.9.

1.1.41 "DATE OF TAKING" shall have the meaning set forth in Subsection 6.1.2.

1.1.42 "DEFAULT TERMINATION" shall have the meaning set forth in Subsection 2.3.2.

1.1.43 "DEMOLITION AND REMOVAL REPORT" shall have the meaning set forth in Subsection 2.3.2.

1.1.44 "DEMOLITION SECURITY" shall have the meaning set forth in Subsection 2.3.2.

1.1.45 "DEPARTMENT" shall mean the Department of Beaches and Harbors of the County of Los Angeles.

1.1.46 "DIRECTOR" shall mean the Director of the Department of Beaches and Harbors of the County of Los Angeles or any successor County officer responsible for the administration of this Lease.

1.1.47 "DISQUALIFICATION JUDGMENT" shall have the meaning set forth in Subsection 16.14.1.

1.1.48 "DOCUMENTED TRANSACTION COSTS" shall have the meaning set forth in Subsection 4.8.1.2.

1.1.49 "EFFECTIVE DATE" shall have the meaning set forth in the first paragraph of this Lease.

1.1.50 "ENCUMBRANCE" shall have the meaning set forth in Subsection 12.1.1.

1.1.51 "ENCUMBRANCE HOLDER" shall have the meaning set forth in Subsection 12.1.1.

1.1.52 "ENR INDEX" shall mean the Engineering News Record (ENR) Construction Cost Index for the Los Angeles Area, or such substitute index upon which the parties may reasonably agree if such index is no longer published or otherwise available.

1.1.53 "EQUITY ENCUMBRANCE HOLDER" shall have the meaning set forth in Subsection 12.1.1.

1.1.54 "EQUITY FORECLOSURE TRANSFEREE" shall have the meaning set forth in Subsection 12.2.1.

1.1.55 "ESTIMATED COSTS" shall have the meaning set forth in Subsection 2.3.2.

1.1.56 "EVENTS OF DEFAULT" shall have the meaning set forth in Section 13.1.

1.1.57 "EXCESS PERCENTAGE RENT PAYMENT" shall have the meaning set forth in Subsection 4.2.2.4.

1.1.58 "EXCLUDED CONDITIONS" shall have the meaning set forth in Subsection 1.2.3.

1.1.59 "EXCLUDED DEFAULTS" shall have the meaning set forth in Subsection 12.3.3.

1.1.60 "EXCLUDED TRANSFERS" shall have the meaning set forth in Subsection 4.6.2.

1.1.61 "EXISTING EXPIRATION DATE" shall have the meaning set forth in the Recitals to this Lease.

1.1.62 "EXISTING LEASE" shall have the meaning set forth in the Recitals to this Lease.

1.1.63 "EXISTING PREMISES" shall have the meaning set forth in the Recitals to this Lease.

1.1.64 "EXTENDED TIME" shall have the meaning set forth in Section 15.15.

1.1.65 "EXTENSION FEE" shall have the meaning set forth in Subsection 2.1.2.

1.1.66 "EXTENSION FEE BALANCE" shall have the meaning set forth in Subsection 2.1.2.

1.1.67 "EXTENSION FEE INSTALLMENT PAYMENT" shall have the meaning set forth in Subsection 2.1.2.

1.1.68 “FAIR MARKET RENTAL VALUE” shall have the meaning set forth in Subsection 4.4.1.

1.1.69 “FF&E FUND” shall have the meaning set forth in Section 5.14.

1.1.70 “FINAL PLANS AND SPECIFICATIONS” shall have the meaning set forth in Subsection 5.3.3.

1.1.71 “FINANCING EVENT” shall have the meaning set forth in Subsection 12.1.1.

1.1.72 “FIRST ADJUSTMENT DATE” shall have the meaning set forth in Subsection 4.2.1.

1.1.73 “FORCE MAJEURE” shall mean any inability of a party to perform any non-monetary obligation under this Lease due to fire or other casualty, earthquake, flood, tornado or other act of God, civil disturbance, war, organized labor dispute, freight embargo, governmental order or other unforeseeable event beyond the reasonable control of the party required to perform the subject obligation, including, in the case of a delay in the commencement or completion by Lessee of the Renovation Work or the Subsequent Renovation, a delay in such construction caused by a hidden condition, including without limitation environmental contamination, relating to the foundation, substructure or subsurface of the Premises which was not known to Lessee as of the commencement of such construction activity, although Lessee shall, to the extent possible, commence and complete the portions, if any, of the work, not impacted by such delay within the timeframes set forth in this Lease. In addition, in the case of the construction of the Renovation Work or Subsequent Renovation, Force Majeure shall also include (a) Unreasonable County Activity, as defined in and subject to the terms and conditions of Section 5.6 of this Lease; and (b) an injunction or restraining order against the performance of the Renovation Work or Subsequent Renovation issued pursuant to a court action commenced by a plaintiff other than County or the California Coastal Commission acting in their governmental capacity, Lessee, the Parcel 43 Lessee, or any person or entity affiliated with Lessee or the Parcel 43 Lessee; provided, however, regardless of whether Lessee is a named party in the action, as a condition to this clause (b) Lessee shall diligently pursue the removal of any such restraining order or injunction and shall exhaust all commercially reasonable efforts to appeal such restraining order or injunction.

1.1.74 “FORECLOSURE TRANSFER” shall have the meaning set forth in Subsection 12.2.1.

1.1.75 “FORECLOSURE TRANSFEREE” shall have the meaning set forth in Subsection 12.2.1.

1.1.76 “GROSS ERROR” shall have the meaning set forth in Subsection 16.15.4.

1.1.77 “GROSS RECEIPTS” shall have the meaning set forth in Subsection 4.2.2.3.

1.1.78 “GROSS TRANSFER PROCEEDS” shall have the meaning set forth in Section 4.8.

1.1.79 “HAZARDOUS SUBSTANCES” shall mean the following:

- (a) petroleum, any petroleum by-products, waste oil, crude oil or natural gas;
- (b) any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, or is radioactive, flammable or explosive; and
- (c) any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste” or similarly defined substance pursuant to any Applicable Laws.

1.1.80 “HOTEL” means the hotel located on the Premises.

1.1.81 “IMPROVEMENTS” means all buildings, structures, fixtures, fences, fountains, walls, paving, parking areas, driveways, walkways, plazas, landscaping, permanently affixed utility systems, and other improvements now or hereafter located on the Premises.

1.1.82 “IMPROVEMENT COSTS” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.83 “INCOME APPROACH” shall have the meaning set forth in Section 6.5.

1.1.84 “INITIAL CURE PERIOD” shall have the meaning set forth in Subsection 12.4.1(2)(a).

1.1.85 “INITIATING PARTY” shall have the meaning set forth in Section 16(a).

1.1.86 “INSTITUTIONAL LENDER” shall have the meaning set forth in Subsection 12.3.1.

1.1.87 “INSURANCE RENEGOTIATION DATE” shall have the meaning set forth in Section 9.6.

1.1.88 “LANDSIDE ANCHORAGE IMPROVEMENTS” means the commercial store, harbor master’s office, restrooms, showers, laundry facilities or other Improvements located on the land portion of the Parcel 43 Premises.

1.1.89 “LATE FEE” shall have the meaning set forth in Section 4.5.

1.1.90 “LEASE” shall have the meaning set forth in the first paragraph above.

1.1.91 “LEASE YEAR” shall have the meaning set forth in Subsection 2.1.1.

1.1.92 “LESSEE” shall have the meaning set forth in the first paragraph of this Lease.

1.1.93 "LESSEE SALE PRICE" shall have the meaning set forth in Subsection 11.2.4.

1.1.94 "MAINTENANCE STANDARD" shall have the meaning set forth in Section 10.1.

1.1.95 "MAJOR SUBLEASE" shall have the meaning set forth in Subsection 11.1.1.

1.1.96 "MAJOR SUBLESSEE" shall have the meaning set forth in Subsection 11.1.1.

1.1.97 "MATERIAL MODIFICATION" shall mean a modification to the Renovation Work (or other Alterations, as applicable) with respect to which any one of the following applies: (1) the total cost of the modifications exceeds one percent (1%) of the total estimated construction cost of the Renovation Work (or the other Alterations that are then proposed to be constructed by Lessee); (2) the proposed modification is structural in nature; (3) the modification materially affects or is visible from the exterior of the Improvements; (4) the modification is not in compliance with the Permitted Uses under this Lease; or (5) the modification (a) changes the total number of hotel rooms, (b) reduces the number of parking spaces, except for a corresponding reduction in the number of parking spaces required for the Improvements (based on parking ratios required under Applicable Law, without variance) resulting from a reduction in the square footage or number of hotel rooms, or (c) pertains to the Promenade.

1.1.98 "MINIMUM STANDARDS" shall mean the requirements of Policy Statement No. 25 and the Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey approved in 1989, as modified by County or the Department from time to time in a manner consistent with commercially reasonable standards applicable to other comparable commercial projects in Marina del Rey.

1.1.99 "MONTHLY MINIMUM RENT" shall have the meaning set forth in Subsection 4.2.1.

1.1.100 "NET AWARDS AND PAYMENTS" shall have the meaning set forth in Section 6.7.

1.1.101 "NET PROCEEDS SHARE" shall have the meaning set forth in Section 4.6.

1.1.102 "NET REFINANCING PROCEEDS" shall have the meaning set forth in Subsection 4.8.5.

1.1.103 "NET TRANSFER PROCEEDS" shall have the applicable meaning set forth in Subsection 4.8.1 or 4.8.2.

1.1.104 "NOTICE OF COMPLETION" shall have the meaning set forth in Subsection 5.7.7.

1.1.105 “OPERATING COVENANT EXCEPTIONS” shall have the meaning set forth in Section 3.3.

1.1.106 “OPTION” shall have the meaning set forth in the Recitals to this Lease.

1.1.107 “OPTION AGREEMENT” shall have the meaning set forth in the Recitals to this Lease.

1.1.108 “OPTION FEE” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.109 “ORIGINAL LESSEE” shall have the meaning set forth in the Recitals to this Lease.

1.1.110 “ORIGINAL PARCEL 43 OPTION” shall have the meaning set forth in the Recitals to this Lease.

1.1.111 “OWNERSHIP INTERESTS” shall have the meaning set forth in Subsection 12.1.1.

1.1.112 “PARCEL 43 LEASE” means the Pre-Expansion Parcel 43 Lease, as amended and restated after the exercise of the Parcel 43 Option.

1.1.113 “PARCEL 43 LESSEE” shall mean the lessee under the Parcel 43 Lease (as assigned, if applicable).

1.1.114 “PARCEL 42 OPTION” shall have the meaning set forth in the Recitals to this Lease.

1.1.115 “PARCEL 43 OPTION” shall have the meaning set forth in the Recitals to this Lease.

1.1.116 “PARCEL 43 PREMISES” shall mean the premises leased under the Parcel 43 Lease, as such premises may be reduced, enlarged or otherwise modified or reconfigured from time to time. During any period during which no Parcel 43 Lease is in effect, the Parcel 43 Premises shall mean the “Parcel 43 Property” under the Reciprocal Easement Agreement.

1.1.117 “PARTIAL TAKING” shall have the meaning set forth in Section 6.5.

1.1.118 “PAYMENT BOND” shall have the meaning set forth in Subsection 5.4.3.2.

1.1.119 “PERCENTAGE RENT” shall have the meaning set forth in Subsection 4.2.2.

1.1.120 “PERFORMANCE BOND” shall have the meaning set forth in Subsection 5.4.3.1.

1.1.121 "PERMITTED CAPITAL EXPENDITURES" shall have the meaning set forth in Section 5.13.

1.1.122 "PERMITTED USES" shall have the meaning set forth in Section 3.1.

1.1.123 "PORTION SUBJECT TO DEMOLITION" shall have the meaning set forth in Subsection 2.3.2.

1.1.124 "POST TERM REMOVAL PERIOD" shall have the meaning set forth in Subsection 2.3.2.

1.1.125 "PREMISES" shall mean the real property described on Exhibit A attached to this Lease.

1.1.126 "PRIMARY COVERAGE" shall have the meaning set forth in Subsection 9.1.1.

1.1.127 "PRIME RATE" shall mean the prime or reference rate announced from time to time by Bank of America, N.A. or its successor, or if Bank of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits.

1.1.128 "PROMENADE" shall have the meaning set forth in Section 15.20.

1.1.129 "PROPOSED TRANSFER" shall have the meaning set forth in Subsection 11.2.4.

1.1.130 "PUBLIC WORKS DIRECTOR" shall mean the Director of the Department of Public Works of the County of Los Angeles.

1.1.131 "PURCHASE MONEY NOTE" shall have the meaning set forth in Subsection 4.7.2.

1.1.132 "RECIPROCAL EASEMENT AGREEMENT" means that certain Reciprocal Easement Agreement dated as of the Effective Date between and among, Lessee, the Parcel 43 Lessee and County with respect to the Premises and the Parcel 43 Premises, as amended from time to time.

1.1.133 "RENEGOTIATION DATES" shall have the meaning set forth in Section 4.4.

1.1.134 "RENOVATION PLAN" shall have the meaning set forth in Section 5.1.

1.1.135 "RENOVATION WORK" shall have the meaning set forth in Section 5.1.

1.1.136 "REPLY" shall have the meaning set forth in Section 16.5.

1.1.137 "REQUEST FOR ARBITRATION" shall have the meaning set forth in Section 16(a).

1.1.138 "REQUIRED CONSTRUCTION COMMENCEMENT DATE" shall have the meaning set forth in Section 5.1.

1.1.139 "REQUIRED CONSTRUCTION COMPLETION DATE" shall have the meaning set forth in Section 5.1.

1.1.140 "REQUIRED COST AMOUNT" shall have the meaning set forth in Section 5.1.

1.1.141 "REQUIRED HOTEL STANDARD" shall have the meaning set forth in Section 3.1.

1.1.142 "RESPONSE" shall have the meaning set forth in Section 16(a).

1.1.143 "RESPONDING PARTY" shall have the meaning set forth in Section 16(a).

1.1.144 "REVERSION" shall have the meaning set forth in Section 12.12.

1.1.145 "REVERSION AMENDMENT" shall have the meaning set forth in Section 5.1.

1.1.146 "REVERSION CONDITION" shall have the meaning set forth in Section 12.12.

1.1.147 "SEAWALL" shall have the meaning set forth in Section 10.7.

1.1.148 "SECURITY DEPOSIT" shall have the meaning set forth in Section 7.1.

1.1.149 "SEPARATE DISPUTE" shall have the meaning set forth in Subsection 16.10.1.

1.1.150 "STATE" shall mean the State of California.

1.1.151 "STATEMENT OF POSITION" shall have the meaning set forth in Subsection 16.5(2)(a).

1.1.152 "SUBLEASE" shall have the meaning set forth in Subsection 11.1.1.

1.1.153 "SUBLESSEE" shall have the meaning set forth in Subsection 11.1.1.

1.1.154 "SUBSEQUENT RENOVATION" shall have the meaning set forth in Section 5.11.

1.1.155 "SUBSEQUENT RENOVATION FUND" shall have the meaning set forth in Section 5.12.

1.1.156 "SUBSEQUENT RENOVATION PLAN" shall have the meaning set forth in Section 5.11.

1.1.157 “substantial completion” means the completion of the Renovation Work, Subsequent Renovation or other work of Improvement (as applicable), including without limitation, the receipt of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval for legal use and occupancy of the subject Improvements (if applicable with respect to the particular work), subject only to minor punch-list items that do not interfere with the use and occupancy of the subject Improvements, provided that any such minor punch-list items are completed in a diligent manner as soon as reasonably possible thereafter.

1.1.158 “TERM” shall have the meaning set forth in Subsection 2.1.1.

1.1.159 “TIME OF THE ESSENCE” shall have the meaning set forth in Section 15.2.

1.1.160 “UMBRELLA COVERAGE” shall have the meaning set forth in Subsection 9.1.1.

1.1.161 “UNINSURED LOSS” shall have the meaning set forth in Section 10.5.

1.1.162 “WRITTEN APPRAISAL EVIDENCE” shall have the meaning set forth in Section 16.7.

1.2 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases to Lessee, and Lessee hereby leases and hires from County, an exclusive right to possess and use, as tenant, the Premises for the Term (as hereinafter defined) and upon the terms and conditions and subject to the requirements set forth herein. This Lease fully amends, restates, replaces and supersedes the Existing Lease with respect to the Premises.

1.2.1 As-Is. Lessee acknowledges that (1) it is currently in possession of the Premises, (2) Lessee or its predecessors-in-interest have continuously occupied and/or managed and operated the Premises since 1962, and (3) the Improvements now existing on the Premises were constructed by Lessee or its predecessors with contractors selected by them. Except as provided in Subsection 1.2.3, Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party as of the Effective Date, and Lessee hereby represents that it has performed all investigations that it deems necessary or appropriate with respect to the condition of the Premises or Improvements. Lessee hereby accepts the Premises on an “AS-IS, WITH ALL FAULTS” basis and, except as expressly set forth in this Lease, Lessee is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises or any Improvements located thereon, including without limitation: (i) the quality, nature, adequacy and physical condition and aspects of the Premises or any Improvements located thereon, including, but not limited to, the structural elements, foundation, roof, protections against ocean damage, erosion, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, heating, ventilating and air conditioning, plumbing, sewage and utility systems, facilities and appliances, and the square footage of the land or Improvements, (ii) the quality,

nature, adequacy and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises and the Improvements located thereon, (iv) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy, of the Premises or any Improvements located thereon for any particular purpose, (v) the zoning, entitlements or other legal status of the Premises or Improvements, and any public or private restrictions affecting use or occupancy of the Premises or Improvements, (vi) the compliance of the Premises or Improvements with any applicable codes, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions or laws of the County, State, United States of America, California Coastal Commission or any other local, state or federal governmental or quasi-governmental entity (“**Applicable Laws**”), including, without limitation, relevant provisions of the Americans with Disabilities Act (“**ADA**”), (vii) the presence of any underground storage tank or Hazardous Substances on, in, under or about the Premises, Improvements, the adjoining or neighboring property, or ground or other subsurface waters, (viii) the quality of any labor and materials used in any Improvements, (ix) the condition of title to the Premises or Improvements, and (x) the economics of the operation of the Premises or Improvements. Notwithstanding the foregoing, this Subsection 1.2.1 shall not alter the parties’ rights and obligations under the Existing Lease with respect to any environmental conditions existing on the Premises as of the Effective Date.

1.2.2 Title. County represents that County owns fee title to the Premises and that County has authority to enter into this Lease. Lessee hereby acknowledges the title of County and/or any other public entity or agency having jurisdiction thereover, in and to the Premises, and covenants and agrees never to contest or challenge the extent of said title, except as is necessary to ensure that Lessee may occupy the Premises pursuant to the terms and conditions of this Lease.

1.2.3 Excluded Conditions. Notwithstanding anything to the contrary set forth herein, the terms and provisions of Subsection 1.2.1 shall not be applicable to any sewer, storm drain or other improvements which have been dedicated to (and such dedication has been accepted by) the Department of Public Works of the County (“**Excluded Conditions**”); provided, however, that this Lease (as opposed to any separate dedication acceptance or other contractual or legal obligation) shall not create any obligation or liability on the part of County with respect to such sewer, storm drain and other improvements.

2. TERM; OWNERSHIP OF IMPROVEMENTS.

2.1 Term.

2.1.1 General. The term of the Lease (“**Term**”) commenced on March 1, 1962 and, unless terminated sooner in accordance with the provisions of this Lease, shall expire at 11:59 p.m. on February 28, 2061. For purposes of this Lease, “**Lease Year**” shall mean each calendar year (or partial calendar) during the Term of this Lease.

2.1.2 Extension Fee. In consideration for County’s agreement to enter into this Lease, Lessee shall pay to County as hereinafter provided the principal sum of Three Hundred Thousand Dollars (\$300,000.00) (the “**Extension Fee**”). County received the first One Hundred Thousand Dollars (\$100,000.00) of the Extension Fee in the form of the “Parcel 42 Option Fee”

that was paid by Lessee by County concurrent with the execution of the Option Agreement. The remaining balance of the Extension Fee in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the “**Extension Fee Balance**”) shall be paid by Lessee in ten (10) equal annual installments of Twenty Thousand Dollars (\$20,000.00) each, plus accrued interest at the Prime Rate on the unpaid balance (each, an “**Extension Fee Installment Payment**”), with the first Extension Fee Installment Payment due on the Effective Date and the nine (9) remaining Extension Fee Installment Payments due on each of the first nine (9) anniversaries of the Effective Date. For the purpose of the calculation of accrued interest, the Prime Rate shall initially be the Prime Rate in effect as of the Effective Date and shall thereafter adjust annually as of each anniversary of such Effective Date. The Extension Fee Balance (including accrued interest thereon), may be prepaid by Lessee, in whole or in part, at any time. Any failure by Lessee to pay an Extension Fee Installment Payment (including all unpaid accrued interest) by the date required in this Section 2.1.2 shall constitute a breach by Lessee of the terms and conditions of this Lease and shall give rise to County’s remedies as set forth herein, including without limitation County’s right to receive a Late Fee in connection with such late payment and/or County’s right to terminate this Lease if such breach is not cured after written notice and the expiration of the cure period set forth in Subsection 13.1.1 of this Lease. Upon the occurrence of an Event of Default, County shall have the right to declare the entire remaining unpaid Extension Fee Balance (including accrued, but unpaid interest) immediately due and payable.

2.2 Ownership of Improvements During Term. Until the expiration of the Term or sooner termination of this Lease, and except as specifically provided herein, Lessee shall own all Improvements now existing and constructed by Lessee or its predecessors on the Premises, or hereafter constructed by Lessee upon the Premises, and all alterations, additions or modifications made thereto by Lessee.

2.3 Reversion of Improvements. Upon the expiration of the Term or sooner termination of this Lease, whether by cancellation, forfeiture or otherwise:

2.3.1 County’s Election to Receive Improvements. Unless Lessee is expressly directed by County in writing in accordance with this Section 2.3 to demolish and remove Improvements upon the expiration or earlier termination of the Term, all Improvements located on, in, or under the Premises (including all fixtures or equipment affixed thereto) shall remain upon and be surrendered with the Premises as part thereof, and title to such Improvements shall vest in County without any compensation to Lessee. Nothing contained herein shall be construed to deny or abrogate the right of Lessee, prior to the expiration of the Term or termination of this Lease, to (a) receive any and all proceeds which are attributable to the Condemnation of Improvements belonging to Lessee immediately prior to the taking of possession by the Condemnor, to the extent provided in Article 6 of this Lease, or (b) remove any furniture or equipment that is neither permanently affixed to, or reasonably necessary for the operation of, the Premises, any signage identifying Lessee (as opposed to other signage used in the operation of the Premises and Improvements), or any personal property, upon the expiration of the Term or earlier termination of this Lease or at any time during the Term, subject to Lessee’s obligations under this Lease to use the Premises for the Permitted Uses.

2.3.2 Duty to Remove. No earlier than eleven (11) years, and no later than ten (10) years prior to the expiration of the Term, Lessee shall deliver to County a report prepared by

a construction and demolition expert reasonably approved by County that details and estimates the cost and required time period for the removal of all Improvements on the Premises at the expiration of the Term (the “**Demolition and Removal Report**”).

County may elect to require Lessee at the end of the Term or any earlier termination of this Lease to remove, at the sole cost and expense of Lessee, all or any portion of the Improvements located on, in or under the Premises, whether placed or maintained thereon by Lessee or others, including, but not limited to, concrete foundations, pilings, structures and buildings; provided, however, such portion (“**Portion Subject to Demolition**”) of the Improvements designated by County for demolition must be able to be demolished separately from other portions of the then-existing Improvements which County has designated to remain. Lessee shall complete the required demolition and removal and shall restore and surrender to County possession of the Premises in the following condition: (a) as to any portion of the Premises on which the Improvements are required to be demolished, such portion of the Premises shall be surrendered to County in good, usable and buildable condition, consisting of a level, graded buildable pad with no excavations, hollows, hills or humps; and (b) as to any portion of the Premises on which the Improvements are not required to be demolished, the Premises and such Improvements shall be surrendered to County in the condition in which the Premises and Improvements are required to be maintained and repaired under this Lease.

In the case of the termination of the Lease at the scheduled expiration date of the Term, any election by County to require Lessee to demolish and remove the Improvements or a Portion Subject to Demolition must be made by County in writing to Lessee (“**County Removal Notice**”) by the later of (a) one (1) year following delivery by Lessee to County of the Demolition and Removal Report, or (b) nine (9) years prior to the then-scheduled expiration date of the Term. If County elects to require Lessee to demolish and remove all of the Improvements or a Portion Subject to Demolition, Lessee shall complete such demolition and removal and otherwise comply with Lessee’s surrender obligations under this Section 2.3 on or before the expiration of the Term of the Lease. In the case of the termination of the Lease at the scheduled expiration date of the Term, Lessee shall have the right, by written notice to County not later than thirty (30) days prior to the scheduled expiration date of the Term, to extend the date by which Lessee must complete the Improvement removal and Premises surrender obligations under this Subsection 2.3.2 and/or the Lessee’s removal obligations under Subsection 2.3.4 below to a date not more than one hundred twenty (120) days after the expiration of the Term (the “**Post Term Removal Period**”); provided, however, that all of the Lessee’s obligations and liabilities under the Lease (other than the obligation to affirmatively operate the Premises or to maintain and repair those Improvements required to be demolished) shall be applicable during the Post Term Removal Period, including without limitation, the Lessee’s obligations with respect to insurance and indemnification, and Lessee’s obligation to pay County compensation for the Post Term Removal Period in an amount equal to the Monthly Minimum Rent rate in effect immediately prior to the expiration of the Term multiplied by the number of months in the Post Term Removal Period. Such Monthly Minimum Rent amount for the entire Post Term Removal Period shall be paid by Lessee in advance prior to the commencement of the Post Term Removal Period.

In the case of a termination of the Lease prior to the scheduled expiration date of the Term, any election by County to require Lessee to remove the Improvements or a Portion

Subject to Termination must be made by County's delivery of the County Removal Notice not later than sixty (60) days after the effective date of such termination, and if County elects to require Lessee to demolish and remove all or a portion of the Improvements on a termination of the Lease prior to the scheduled expiration of the Term, Lessee shall complete such demolition and removal and otherwise comply with Lessee's surrender obligations under this Section 2.3 on or before the later of (a) ninety (90) days after the date on which this Lease terminated, or (b) if Lessee has submitted a Demolition and Removal Report to County, that period after the date on which this Lease terminated equal to the estimated demolition and removal period set forth in the Demolition and Removal Report.

Upon receipt of a County Removal Notice, Lessee shall within ninety (90) days after receipt of the County Removal Notice, provide County with a written plan which sets forth Lessee's proposed method of securing the discharge of Lessee's removal and restoration obligations pursuant to this subsection. Such security plan shall detail (i) the form of security proposed by Lessee, which security shall be either a deposit of funds, or a letter of credit, bond or other form of security in form and amount, and from an issuer, satisfactory to County ("**Demolition Security**"), and (ii) a schedule satisfactory to County for the delivery by Lessee of the security described in clause (i) above, which schedule shall in all events provide for a full funding of the security not later than two (2) years prior to the expiration of the Term. The amount of any Demolition Security shall be equal to the estimated costs to remove the Improvements as set forth in the Demolition and Removal Report (the "**Estimated Costs**"), adjusted to reflect the percentage change in the ENR Index from the date on which the Estimated Cost was determined until the date on which Lessee delivers the Demolition Security. Thereafter, Lessee shall increase the amount of the Demolition Security on an annual basis (on or before each successive anniversary of the required date for Lessee's original delivery to County of the Demolition Security) by the same percentage as the percentage increase (if any) in the ENR Index over the preceding year. Lessee shall have the right to use surplus funds in the Capital Improvement Fund and/or FF&E Fund towards satisfaction of the Demolition Security requirements under this Subsection 2.3.2 to the extent permitted under the last paragraph of Section 5.13 or the last paragraph of Section 5.14 (as applicable). Any uncured failure by Lessee to deliver the Demolition Security described in this Subsection 2.3.2 shall constitute an Event of Default. County shall have the right to revoke County's election to require the removal of all Improvements or a Portion Subject to Demolition at the end of the scheduled expiration of the Term of the Lease by written notice to Lessee of such revocation at any time not later than ninety (90) days prior to the scheduled expiration date of the Lease. If County revokes its prior County Removal Notice, then any Demolition Security previously delivered by Lessee to County pursuant to this paragraph shall be returned to Lessee within thirty (30) days following the date of such revocation. Upon completion of all of Lessee's obligations under this Section 2.3, the remaining balance of any Demolition Security held by County (and not used by County pursuant to Subsection 2.3.3 or 2.3.4 below) shall be returned to Lessee.

If County fails to elect to require Lessee to remove all of the Improvements on the Premises in accordance with the terms of this Section 2.3 (or revokes such election as provided above), then upon the expiration of the Term, or earlier termination of the Lease, Lessee shall surrender possession to County of the Premises and those Improvements not required to be removed by Lessee, in the condition in which such Improvements are required to be repaired and maintained under this Lease.

2.3.3 County's Right to Remove Improvements. If County elects to have Lessee demolish and remove Improvements and Lessee fails to do so in accordance with this Lease, County may, at its election, retain, sell, remove or demolish such Improvements. In the event of any demolition or removal by County of Improvements required to have been demolished and removed by Lessee, Lessee shall reimburse County for any Actual Costs incurred by County in connection with such demolition and removal in excess of any funds used by County from the Demolition Security for such purpose and any consideration received by County as a result of any sale of the demolished Improvements; provided, however, that County shall be under no obligation to Lessee to effectuate any such sale or, in the case of a sale, to obtain any required level of compensation therefor.

2.3.4 Duty to Remove Personal Property. No later than the expiration of the Term or sooner termination of this Lease (subject to Lessee's rights with respect to the Post Term Removal Period described in Subsection 2.3.2 above), Lessee shall in all events remove, at its cost and expense, all furniture, equipment and other personal property that is not affixed to the Improvements or reasonably necessary for the orderly operation of the Premises or Improvements. Should Lessee fail to remove such furniture, equipment and other personal property within said period, and said failure continues for ten (10) days after written notice from County to Lessee, Lessee shall lose all right, title and interest therein, and County may elect to keep the same upon the Premises or to sell, remove, or demolish the same, in which event Lessee shall reimburse County for its Actual Costs incurred in connection with any such sale, removal or demolition in excess of any consideration received by County as a result thereof.

2.3.5 Title to Certain Improvements Passes to County; Lessee to Maintain. As between County and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in County upon construction or installation to the extent that they are not owned by a utility company or other third party provider. Notwithstanding the foregoing sentence, such utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by County pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term.

3. USE OF PREMISES.

3.1 Specific Primary Use. The Premises and Improvements shall be used by Lessee for the operation and management of a luxury hotel of approximately 154 hotel rooms, with associated conference center, meeting rooms, spa/exercise facilities, dining facilities, outdoor swimming pool and other related and incidental uses as are specifically approved by County (collectively, the foregoing shall be referred to herein as the "**Permitted Uses**"). Except as specifically provided herein, the Premises and Improvements shall not be used for any purpose other than the Permitted Uses, without the prior written consent of County. County makes no representation or warranty regarding the continued legality of the Permitted Uses or any of them, and Lessee bears all risk of an adverse change in Applicable Laws.

The Hotel shall be operated in accordance with a standard of operation at least commensurate with the Required Hotel Standard. The "**Required Hotel Standard**" means a standard of operation that meets all criterion (including without limitation, operational, amenities,

services, improvements, furniture, fixtures and equipment, and appearance) for a “four diamond” hotel rating under the AAA Diamond Rating Guidelines hotel rating system of the American Automobile Association (or its successor) (“AAA”), except for the specific modifications to such guidelines listed under the heading “Exclusions” on the last page of Exhibit F attached to this Lease (the “**Exclusions**”), or if the AAA Diamond Rating Guidelines change, then the criterion for a standard equivalent to the AAA four diamond hotel standard as of the Effective Date, excluding the Exclusions; provided, however, that if the AAA ceases to publish hotel rating guidelines, then the “**Required Hotel Standard**” shall mean a standard of operation that meets all criteria (exception for the Exclusions) for the most substantially equivalent standard to a AAA four diamond hotel standard under such other rating system that is then generally recognized by the hotel industry. If in connection with any change in, or choice of a replacement, rating system County and Lessee are unable to agree upon such changed or replacement rating system, then the dispute shall be resolved in accordance with the procedures set forth in Article 16 of this Lease. Attached as Exhibit F are the AAA Diamond Rating Guidelines in effect as of the date of the Option and the list of Exclusions to those guidelines agreed upon by Lessee and County.

The Premises and Improvements shall initially be operated under the trade name of “Marina Del Rey Hotel” or other trade name reasonably acceptable to Director. Lessee shall have no right to change the trade name of the Premises and Improvements without the prior written consent of Director, which consent shall not be unreasonably withheld. Throughout the Term of the Lease the Hotel shall be operated by an experienced hotel operator with a nationwide reservation system in which the Hotel participates. Lessee shall have no right to change the operator of the Hotel without County’s prior written consent, which consent shall be granted or denied in accordance with the reasonable judgment of County. Notwithstanding any contrary provision of this Lease, any change to the trade name or the operator of the Hotel shall be consistent with the operation of the Hotel in accordance with an operation standard at least commensurate with the Required Hotel Standard.

3.2 Prohibited Uses. Notwithstanding the foregoing:

3.2.1 Nuisance. Lessee shall not conduct or permit to be conducted any private or public nuisance on or about the Premises or the Improvements, nor commit any waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Premises, except for trash collected in appropriate receptacles intended for such purposes, nor shall any portion of the Premises or Improvements be permitted to be operated or maintained in a manner that renders the Premises or Improvements a fire hazard.

3.2.2 Restrictions and Prohibited Uses. Without expanding upon or enlarging the Permitted Uses of the Premises and Improvements as set forth in this Lease, the following uses of the Premises and Improvements are expressly prohibited:

3.2.2.1 The Premises and Improvements shall not be used or developed in any way which violates any Applicable Law.

3.2.2.2 The Premises and Improvements shall not be used or developed in any way in a manner inconsistent with the Permitted Uses. Without limiting the

foregoing, no part of the Premises shall be used by any person for any adult entertainment purposes, as such term refers to graphic, explicit and/or obscene depictions of sexual activity; provided, however, that this Subsection 3.2.2.2 shall not be interpreted to regulate in violation of Applicable Law the private, non-business activity of an individual that is confined to such individual's hotel room;

3.2.2.3 All Improvements shall at all times be kept in good condition and repair consistent with the requirements of Section 10.1 of this Lease, except as such condition is affected by the performance of the Renovation Work or Alterations in accordance with the requirements of Article 5 of this Lease.

3.2.2.4 No condition shall be permitted to exist upon the Premises or Improvements which induces, breeds or harbors infectious plant diseases, rodents or noxious insects, and Lessee shall take such measures as are appropriate to prevent any conditions from existing on the Premises or Improvements which create a danger to the health or safety of any persons occupying, using, working at, or patronizing the Premises or Improvements.

3.2.2.5 Without the prior written reasonable approval of Director, no antennae or other device for the transmission or reception of television signals or any other form of electromagnetic radiation (collectively, "**antennae**") shall be erected, used or maintained by Lessee outdoors above ground on any portion of the Premises, whether attached to an improvement or otherwise; provided that the foregoing requirement to obtain Director's approval as to any antennae shall be inapplicable to the extent that such requirement violates Applicable Law.

3.2.2.6 No tools, equipment, or other structure designed for use in boring for water, oil, gas or other subterranean minerals or other substances, or designed for use in any mining operation or exploration, shall hereafter be erected or placed upon or adjacent to the Premises, except (i) as is necessary to allow Lessee to perform its maintenance and repair obligations pursuant to this Lease, and (ii) for such boring or drilling as necessary to perform water testing or monitoring, or any dewatering program to relieve soil water pressure.

3.2.2.7 Except for the Excluded Conditions and the Seawall, no adverse environmental condition in violation of Applicable Laws shall be permitted to exist on or in any portion of the Premises or the Improvements, nor shall any Hazardous Substances be permitted to be generated, treated, stored, released, disposed of, or otherwise deposited in or on, or allowed to emanate from, the Premises, the Improvements or any portion thereof, including, without limitation, into subsurface waters; provided, however, that Hazardous Substances may be stored or used on the Premises or in the Improvements, so long as such storage and use is of a type and quantity, and conducted in a manner (a) in the ordinary course of business of an otherwise Permitted Use, (b) in accordance with standard industry practices for such Permitted Use, and (c) in compliance with all Applicable Laws. In addition, Lessee shall not be required to remove Hazardous Substances existing in the building materials of the existing Improvements as of the Effective Date if and to the extent

that such Hazardous Substances in their condition in such Improvements as of the Effective Date do not require remediation or removal under Applicable Laws in effect as of the Effective Date; provided, however, that (i) such Hazardous Substances shall be removed or remediated if and to the extent required under any Applicable Laws hereafter applicable to the Premises and/or the Improvements located thereon, (ii) such Hazardous Substances shall be removed or remediated if and to the extent required under the Renovation Plan or the Final Plans and Specifications for the Renovation Work, or if required under Applicable Laws that apply to the performance of the Renovation Work, and (iii) any removal or remediation of such Hazardous Substances, including without limitation, any disposal thereof, shall be performed in compliance with all Applicable Laws.

This Subsection 3.2.2.7 shall not impose liability upon Lessee to County for any Hazardous Substances that might be present in seawater passing over, under, through or around any portion of the Premises or any Improvement as long as (I) such Hazardous Substances did not originate at or from the Premises or Improvements, and (II) with respect to Hazardous Substances that did not originate at or from the Premises or Improvements, were not caused by the acts or omissions of Lessee or its Sublessees, or its or their respective contractors, employees, agents, representatives, consultants, customers, visitors, permittees or licensees.

3.3 Active Public Use. The parties acknowledge that County's objective in entering into this Lease is the complete and continuous use of the facilities and amenities located in Marina del Rey by and for the benefit of the public, without discrimination as to race, gender or religion, and for the generation and realization by County of revenue therefrom. Accordingly, Lessee agrees and covenants that it will operate the Premises and Improvements fully and continuously (except to the extent that Lessee is prevented from doing so due to Force Majeure, temporary interruption as necessary for maintenance and repair, or temporary interruption as necessary to accommodate renovation, alteration or other improvement work required or permitted to be performed by Lessee under this Lease (collectively, "**Operating Covenant Exceptions**")) in light of these objectives, consistent with the operation of comparable hotel facilities, and that it will use commercially reasonable efforts so that County may obtain maximum revenue therefrom as contemplated by this Lease. In the event of any dispute or controversy relating hereto, this Lease shall be construed with due regard to the aforementioned objectives.

3.4 Days of Operation. The Promenade (as defined in Section 15.20) shall be open every day of the year, except for any closure approved by Director required to perform (a) any Alteration permitted under this Lease, or (b) maintenance, repair, replacement or restoration work permitted or required under this Lease. Any changes in the days or hours of operation of the Promenade shall be subject to the written approval of Director, which approval shall not be unreasonably withheld, conditioned or delayed. The other Improvements on the Premises shall be open every day of the year for at least hours commensurate with the hours of operations of other similar hotel facilities in Los Angeles County, California, subject to Operating Covenant Exceptions and except for such holidays, if any, during which similar businesses in Marina del Rey are customarily closed.

3.5 Signs and Awnings. Any and all art, displays, identifications, monuments, awnings, advertising signs and banners which are placed on, or are visible from, the exterior of the Premises or Improvements shall be only of such size, design, wording of signs and color as shall have been specifically submitted to and approved by Director (and to the extent required under then Applicable Law, the Design Control Board), in writing, whether pursuant to Article 5 of this Lease or otherwise, prior to the erection or installation of said art, sign, display, identification, monument, awning or advertising sign. Director shall not unreasonably withhold its approval of the matters described in this Section 3.5. Any dispute as to whether Director has unreasonably withheld its approval of a matter described in this Section 3.5 shall be submitted to arbitration pursuant to Article 16 of this Lease.

3.6 Compliance with Regulations. Lessee shall comply with all Applicable Laws and shall pay for and maintain any and all required licenses and permits related to or affecting the use, operation, maintenance, repair or improvement of the Premises or Improvements. Without limitation of the foregoing, Lessee shall comply with all public access requirements of the Marina del Rey Local Coastal Program, as amended.

3.7 Rules and Regulations. Lessee agrees to comply with such other reasonable rules and regulations governing the use and occupancy of the Premises and Improvements as may be promulgated by County from time to time for general applicability on a non-discriminatory basis to other hotel and related commercial facilities in Marina del Rey, and delivered in writing to Lessee. Any dispute as to whether County has acted unreasonably in connection with the matters described in this Section 3.7 shall be submitted to arbitration pursuant to Article 16 of this Lease.

3.8 Reservations. Lessee and County expressly agree that this Lease and all of Lessee's rights hereunder shall be subject to all prior encumbrances, reservations, licenses, easements and rights of way existing as of the date of the Existing Lease or otherwise referenced in this Lease in, to, over or affecting the Premises for any purpose whatsoever, and also subject to any other encumbrances, reservations, licenses, easements and rights of way consented to by Lessee in writing. Without limiting the foregoing, this Lease shall be subject to the Reciprocal Easement Agreement. Lessee agrees during the Term of this Lease, as a covenant of Lessee under this Lease, to perform and comply with all obligations, covenants and liabilities of Lessee, and all other terms and provisions applicable to Lessee, under the Reciprocal Easement Agreement. Notwithstanding any contrary provision of this Lease, County shall have no liability to Lessee under this Lease, and Lessee's obligations under this Lease shall not be excused, delayed, deferred, extended or otherwise affected, by (a) any breach, default, act or omission by or on behalf of the Parcel 43 Lessee, its employees, agents, affiliates, subtenants, licensees, contractors, successors or assigns, under the Reciprocal Easement Agreement; (b) any events, occurrences, conditions or other matters pertaining or relating to the Landside Anchorage Improvements; or (c) any redevelopment or renovation of the Parcel 43 Premises or improvements located thereon (or any failure of, or delay in, the redevelopment or renovation of the Parcel 43 Premises or improvements located thereon), including, without limitation, any disturbance, inconvenience, disruption, noise or other adverse effect upon the Premises or Improvements, or the use or operation thereof, incurred or resulting therefrom. The terms and provisions of this paragraph are not intended to modify or affect any express obligations of County under the Reciprocal Easement Agreement that may be applicable under the Reciprocal Easement Agreement with respect to any

period during which neither the Parcel 43 Lease nor any new or replacement lease is in effect with respect to the Parcel 43 Premises or a portion thereof.

Without limiting the foregoing, Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all prior matters of record and the right of County or City existing as of the Effective Date or otherwise disclosed to or known to Lessee, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Premises, together with the right of County or the City to convey such easements and transfer such rights to others. Notwithstanding the foregoing or anything herein to the contrary, County agrees to cooperate with Lessee, at Lessee's cost, in Lessee's efforts to address title matters, if any, which would prevent Lessee from proceeding with the redevelopment of the Premises in accordance with the Renovation Work, as long as such efforts do not materially adversely affect the County (e.g., cooperating with Lessee in the relocation at Lessee's cost of any easements which interfere with the Renovation Work, to the extent such relocation is reasonably acceptable to County).

4. PAYMENTS TO COUNTY.

4.1 Net Lease. The parties acknowledge that the rent to be paid by Lessee under this Lease is intended to be absolutely net to County. The rent and other sums to be paid to County hereunder are not subject to any credit, demand, set-off or other withholding. Except as specifically set forth herein, Lessee shall be solely responsible for all capital costs (including, without limitation, all structural and roof repairs or replacements) and operating expenses attributable to the operation and maintenance of the Premises and Improvements, including without limitation the parking areas included within the Premises.

4.1.1 Utilities. In addition to the rental charges as herein provided, Lessee shall pay or cause to be paid all utility and service charges for furnishing water, power, sewage disposal, light, telephone service, garbage and trash collection and all other utilities and services, to the Premises and Improvements.

4.1.2 Taxes and Assessments. Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Lease or any possessory right which Lessee may have in or to the Premises or the Improvements thereon for any reason, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on or about the Premises. Lessee's obligation to pay taxes and assessments hereunder shall include but is not limited to the obligation to pay any taxes and/or assessments, or increases in taxes and/or assessments arising as a result of the grant to Lessee of the Option or Lessee's exercise thereof. Lessee shall have the right to contest the amount of any assessment imposed against the Premises or the possessory interest therein; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of Lessee.

The parties acknowledge that the Premises are and shall continue to be subject to possessory interest taxes, and that such taxes shall be paid by Lessee. This statement is intended

to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall include a statement in all Subleases to the effect that the interests created therein are derived from the Lessee's interest under this Lease and that Lessee's interest requires the payment of a possessory interest tax.

4.2 Rental Payments. Throughout the Term, for the possession and use of the Premises granted herein, Lessee shall pay County (a) the Annual Minimum Rent described in Subsection 4.2.1 below, and (b) the Percentage Rent described in Subsection 4.2.2 below. For purposes of this Lease "**Annual Rent**" shall mean the aggregate of the Annual Minimum Rent and Percentage Rent.

4.2.1 Annual Minimum Rent and Monthly Minimum Rent. Lessee shall pay to County the minimum rent described in this Subsection 4.2.1 (subject to adjustment pursuant to Sections 4.3 and 4.4 below) during each Lease Year during the Term (the "**Annual Minimum Rent**"). Annual Minimum Rent shall be payable by Lessee to County on a monthly basis in equal installments of one-twelfth (1/12th) of the Annual Minimum Rent (the "**Monthly Minimum Rent**"); provided, however, if any period during which the Annual Minimum Rent is calculated is shorter or longer than a calendar year, then the Annual Minimum Rent for such period shall be calculated on a pro rata basis based on the number of days in the applicable period as compared to 365, and Monthly Minimum Rent shall be payable in equal monthly installments of such pro rata Annual Minimum Rent.

During the period from the Effective Date through the day preceding the earlier of the CO Date or the Required Construction Completion Date (the "**Construction Period**"), the Annual Minimum Rent shall be equal to \$273,617.17 per year. Lessee shall provide written notice to County of the CO Date promptly upon the occurrence thereof.

During the period commencing on the day following the Construction Period and continuing through the December 31 next following the third (3rd) anniversary of the last day of the Construction Period (or through the December 31 immediately preceding the third (3rd) anniversary of the last day of the Construction Period if the last day of the Construction Period is January 1), the Annual Minimum Rent shall be equal to seventy-five percent (75%) of the average total Annual Rent projected to be payable by Lessee during the three (3) year period following the CO Date based on the projected Gross Receipts for such three (3) year projection period; provided, however, in no event shall the Annual Minimum Rent payable by Lessee under this paragraph be less than the Annual Minimum Rent payable by Lessee during the Construction Period. Not later than three (3) months prior to the earlier of the projected CO Date or the Required Construction Completion Date, Lessee shall deliver to Director for Director's reasonable approval Lessee's estimate of projected Gross Receipts for the three (3) year period following the CO Date. Upon approval by Director, such projected Gross Receipts shall be used to calculate the Annual Minimum Rent payable by Lessee under this paragraph.

As of the date immediately following the period described in the immediately preceding paragraph (the "**First Adjustment Date**") and thereafter during the remainder of the Term, the Annual Minimum Rent shall be adjusted in accordance with the terms and provisions of Sections 4.3 and 4.4 below.

4.2.2 Percentage Rent. For the purposes of this Lease, “**Percentage Rent**” for any given month or year shall be defined as the sum of the amounts set forth in this Subsection 4.2.2, less the Annual Minimum Rent for such month or year. Gross Receipts (as defined herein) from each transaction, sale or activity of Lessee (or any Sublessee) on, from or within the Premises or Improvements shall be reported under one or more of the percentage categories set forth below, as applicable. It is understood that Article 3 of this Lease provides for the Permitted Uses of the Premises and that the percentage categories listed below are not all applicable to this Lease and are in no way intended to expand or modify the Permitted Uses. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel, has interpreted and may further interpret the percentage categories as set forth in this Subsection 4.2.2, with such determinations and interpretations to be a guideline in determining the appropriate categories. Within fifteen (15) days after the close of each and every calendar month of the Term, Lessee shall file a report of Gross Receipts and pay to County a sum equal to the total of the following percentages of Gross Receipts for such previous month, less the amount of the installment of Monthly Minimum Rent paid for such previous month.

(a) Intentionally omitted;

(b) TWENTY PERCENT (20%) of Gross Receipts from the rental or other fees charged for the use of dry storage facilities, landside storage space, lockers or other similar facilities;

(c) SEVEN AND ONE-HALF PERCENT (7.5%) of Gross Receipts or other fees charged for the rental, occupancy or use of the following structures: (1) hotel and/or motel accommodations, and (2) meeting rooms; and TEN PERCENT (10%) of Gross Receipts from filming or other television and/or motion picture activities;

(c1) ELEVEN PERCENT (11%) of Gross Receipts or other fees charged for the rental, use or occupancy of (1) offices utilized for banking, financial or investment activities, internal clerical or administrative activities (other than Lessee’s management office), business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, yacht club purposes, or similar uses; or (2) restaurants, stores, shops, or other commercial establishments; provided that, except as provided in Subsection 4.2.2.5, Gross Receipts or other fees charged for the occupancy of restaurants, stores, shops or other commercial establishments shall not be included in the calculation of Percentage Rent under this category (c1) if the Gross Receipts from the operation of such businesses (as opposed to the rentals paid for the rental, use or occupancy of the space) are required to be reported under another Percentage Rent category;

(d) Intentionally omitted;

(e) With respect to services such as boat brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, laundry and dry cleaning, and other similar activities where earnings are normally on a commission basis, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or a subtenant) is the operator of such

enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(f) With respect to service enterprises, including, without limitation, cable television, internet, satellite, telecommunication or other antennae fees, telephone and other utility services, and valet parking services, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or such subtenant) is the operator of such enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(g) SIX PERCENT (6%) of the Gross Receipts received by Lessee (or a subtenant) if Lessee (or a subtenant) is the operator of the enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) if a third party provider is the operator of the enterprise, from the rental of boats or from other commercial boating activities including, but not limited to, charter boats, bareboat charters and sport fishing, or from the rental of bicycles, cycles carriages, scooters or other similar equipment;

(h) With respect to the installation or operation of coin-operated vending or service machines, including pay telephones, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or a subtenant) is the operator of such enterprise, or TWENTY-FIVE PERCENT (25%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(i) TEN PERCENT (10%) of Gross Receipts from the operation of a bar, tavern, cocktail lounge, discotheque, night club or other facilities engaged primarily in the on-premises sale of alcoholic beverages, except as provided for in category (j);

(j) THREE AND ONE-HALF PERCENT (3½%) of Gross Receipts from the operation of a restaurant, restaurant/cocktail lounge combination, coffee shop, beach or theater food facility, except that Gross Receipts from facilities established and operated as a take-out food operation shall be reported under category “(s)” below; a “take-out food operation” shall mean a restaurant or other food operation a majority of the Gross Receipts from which are derived from the sale of food or beverages to be consumed off-site;

(k) Intentionally omitted;

(l) Intentionally omitted;

(m) FIFTEEN PERCENT (15%) of Gross Receipts from club dues, initiation fees and assessments, except that separate assessments for capital improvements may be exempted; provided that to qualify for such an exemption Lessee must comply with the

“Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts” issued by Director;

(n) Intentionally omitted;

(o) Intentionally omitted;

(p) Intentionally omitted;

(q) FIVE PERCENT (5%) of Gross Receipts of cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters, whose Gross Receipts shall be reportable under category (s) below;

(r) (1) In the case where parking facilities are operated by a third party operator under a parking operation agreement with Lessee or a Sublessee, (i) TWENTY PERCENT (20%) of the fee or other compensation paid by such third party operator to Lessee (or Sublessee) if the operator is entitled to receive parking revenue and is responsible for the payment of operating expenses; or (ii) FIVE PERCENT (5%) of the Gross Receipts from the operation of such parking if the operator collects such Gross Receipts on behalf of Lessee (or Sublessee) and Lessee (or Sublessee) is responsible for the payment of the operating expenses for such parking operation (which operating expenses include a fee or other compensation to the parking operator for the rendering of such parking services); or

(2) In the case where parking facilities are operated by Lessee or a Sublessee, FIVE PERCENT (5.0%) of Gross Receipts from such parking.

Notwithstanding the foregoing, if other comparable hotel projects in the Relevant Market (as defined below) generally provide parking at no charge or for a charge less than that charged by Lessee, then at Director’s election the Gross Receipts under this Lease attributable to parking charges in excess of the market hotel rate for such parking shall not be included in Percentage Rent under this category (r) but shall instead be considered Gross Receipts from the rental, occupancy or use of hotel accommodations under category (c) above; the “**Relevant Market**” shall mean the following hotels (or successor operations at the same location) that are then in operation: (I) Marina del Rey Marriott located on Parcel 141V; (II) Ritz Carlton Hotel located on Parcel 125H; (III) Marina International Hotel (or Hilton Garden Inn or other trade name) located on Parcel 145; (IV) Courtyard Los Angeles Marina del Rey located at 13480 Maxella Avenue; and (V) any other then existing hotel located in Marina del Rey with 50 or more hotel rooms; provided, however, that a hotel that is otherwise included in the Relevant Market as described above and that is located on a leasehold with County that requires the lessee to pay to County percentage rent shall not be included in the Relevant Market unless in such lessee’s lease with County the percentage rental rate applicable to gross receipts from parking revenues collected by or for the benefit of such lessee (i.e., gross receipts collected on a basis similar to that described in clauses (r)(1)(ii) and (r)(2) above and not gross receipts consisting of compensation paid to the lessee by the operator for the right

to operate such parking facilities as in clause (r)(1)(i) above) is less than the percentage rental rate applicable to gross receipts from hotel room occupancy;

(s) FIVE PERCENT (5%) of Gross Receipts from the sale of miscellaneous goods and services consistent with the Permitted Uses, but not specifically provided for elsewhere in this Subsection 4.2.2;

(s1) FIVE PERCENT (5%) of the Gross Receipts from the operation of all stores, shops or boutiques selling items at retail; and

(t) If with the prior approval of County or Director Lessee hereafter engages in a use that is not currently permitted under this Lease and as to which there is no specific percentage set forth above applicable to such additional or related use, then concurrent with the approval by County or Director of such specific additional use, Director and Lessee shall negotiate in good faith with Lessee to establish the specific percentage to be applied to such use. Such percentage shall be the greater of (1) the average percentage of Gross Receipts received by County with respect to that category of activities within Marina del Rey, California at the time of approval of the additional or related use, and (2) the most recent agreement between County and a Marina del Rey lessee, whether by arbitration or otherwise, with respect to the appropriate percentage to be applied to that use. The Percentage Rent for the additional or related use as determined pursuant to this paragraph shall remain in effect until the next Renegotiation Date.

4.2.2.1 Other Activities. If Director or Lessee reasonably determine that a percentage of Gross Receipts is not suitable or applicable for a particular activity not described above, although permitted hereunder, Director and Lessee shall mutually establish a minimum monthly payment to County as payment for the privilege of engaging therein, which shall remain effective until the next Renegotiation Date. Said minimum monthly amount shall be reasonable in accordance with the revenue generated by such activity and shall be included in Percentage Rent, as determined hereunder, in lieu of a percentage of Gross Receipts therefor.

4.2.2.2 Payment of Percentage Rent/Accounting Records and Procedures. Within fifteen (15) days after the close of each and every calendar month of the Term hereof, Lessee shall file with County a report of Gross Receipts by category for such previous month, and the amount of Percentage Rent resulting therefrom. Lessee shall include with such report a payment to County of the amount by which the Percentage Rent for such previous month exceeds the Monthly Minimum Rent paid by Lessee for such previous month. Lessee agrees to and shall comply with, and shall cause all of Sublessees to agree to and comply with, the recordkeeping and accounting procedures, as well as the inspection and audit rights granted to County, set forth in Article 14 of this Lease.

4.2.2.3 Gross Receipts. Except as herein otherwise provided, the term “**Gross Receipts**” as used in this Lease means all money, cash receipts, or other

things of value, including but not limited to gross charges, sales, rentals, common area maintenance payments, operating expense reimbursements, fees and commissions made or earned by Lessee and/or all Sublessees, from any business, use, occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise, calculated in accordance with the accounting method described in the last sentence of Section 14.1.

(1) Except as otherwise set forth herein, there shall be no deduction from Gross Receipts for any overhead or cost or expense of operation, such as, without limitation, salaries, wages, costs of goods, interest, debt amortization, rent credit (but the value of any free rent period shall not be imputed as Gross Receipts), collection costs, discounts from credit card operations, insurance and taxes.

(2) Gross Receipts shall not include direct taxes imposed upon the consumer and collected therefrom by Lessee such as, without limitation, retail sales taxes, excise taxes, or related direct taxes paid periodically by Lessee to a governmental agency accompanied by a tax return statement.

(3) Gross Receipts shall not include security deposits paid by a Sublessee to Lessee to be held by Lessee as security for Sublessee's obligations under its Sublease, license or permit, except to the extent Lessee allocates or applies any portion of such security deposit to unpaid rent or other amounts owed by such Sublessee to Lessee, in which event the sum so allocated or applied shall be included in Gross Receipts as of the date of such allocation or application.

(4) Gross Receipts must include the usual charges for any services, goods, rentals or facilities provided by Lessee or Sublessees. Bona fide bad debts actually accrued for amounts owed by Sublessees, concessionaires, customers or patrons may be deducted from Gross Receipts to the extent that such amounts have been previously reported as Gross Receipts; however, there shall be no deduction for bad debts based on past experience or transfer to a bad debt reserve. Subsequent collection of bad debts previously not reported as Gross Receipts shall be included in Gross Receipts at the time they are collected.

(5) Gross Receipts shall not include any of the following items; provided, however, that the non-inclusion in Gross Receipts of the following items shall not be construed or interpreted to permit the reduction of, or any offset against, Gross Receipts by or for the amount of such items:

a. goods returned to suppliers or which are delivered for resale (as opposed to delivery) to another retail location or to a warehouse or to any retailers without profit to Lessee, where such returns or deliveries are made solely for the convenient operation of the business of Lessee or Sublessee and not for the purpose of consummating a sale made in, about or from the Premises;

b. an amount equal to the cash refunded or credit allowed on merchandise returned by customers and accepted by Lessee, or the amount of cash refunded or credit allowed thereon in lieu of Lessee's acceptance thereof, but only to the extent that the sales relating to such merchandise were made in, about or from the Premises; provided that whenever Lessee accepts a credit slip as payment for goods or services, the amount of credit shall be included in Gross Receipts;

c. sales of fixtures, equipment or property which are not Lessee's stock in trade;

d. receipts from insurance claims other than rental interruption or business interruption insurance related to the replacement of Gross Receipts;

e. interest earned by Lessee on funds arising from the Premises or the use thereof, deposited or maintained by Lessee in banks or similar financial institutions;

f. tips and gratuities paid to employees;

g. goods or meals provided to employees of the business operation at cost or less, and complimentary meals offered for promotional purposes; provided, however, that the amounts excluded under this paragraph (g) in connection with a particular business operation shall not exceed two percent (2%) of the Gross Receipts from such business operation in any year;

h. receipts from vending machines used solely by employees of the business operation;

i. fees or charges paid to credit card companies in connection with customer purchases made by use of a credit card; provided, however, that the amounts excluded under this paragraph (i) in connection with a particular business operation shall not exceed one percent (1%) of the Gross Receipts from such business operation in any year;

j. interest or other charges paid by customers of Sublessees for the extension of credit;

k. the sale of promotional merchandise by Sublessees at cost;
and

l. any payments or reimbursements received by Lessee from the Parcel 43 Lessee pursuant to the Reciprocal Easement Agreement that constitute or represent payment or reimbursement by the Parcel 43 Lessee to Lessee for costs incurred by Lessee in connection with the operation, maintenance or repair of any common or shared areas under the Reciprocal Easement Agreement.

(6) Gross Receipts shall not include payments received by Lessee from a Sublessee for the Cost of such Sublessee's submetered electricity, provided (A) each Sublessee's obligation to reimburse Lessee for such Sublessee's electrical charges is separate and apart from such Sublessee's obligation to pay rent for its occupancy of the Premises; (B) the reimbursed sum is in an amount equal to the Cost of the Sublessee's electricity; and (C) the amount received is actually credited against the cost of the Sublessee's electricity. For the purpose of this paragraph (6), the "**Cost**" of a Sublessee's electricity shall mean the actual out-of-pocket costs incurred by Lessee, exclusive of overhead and general and administrative expenses, in paying the portion of the respective utility's electric bill that is allocable to the Sublessee based on such Sublessee's submetered consumption of electricity, and in paying the portion of any third party submeter reading and service charge to each submeter that is actually read and a direct allocation of the submeter service charge to each such submeter that is serviced. County shall have the right to approve all submeters and to challenge the legitimacy or amount of any Cost, and all disputes regarding such County approvals or challenges, if not resolved by the parties within thirty (30) days after notice to Lessee of such disapproval or challenge, shall be resolved by arbitration pursuant to Article 16 of this Lease. The terms and provisions of this paragraph 6 shall also be applicable to other submetered utility charges, such as water and gas, to the extent that it is customary for Sublessees to be responsible for such other utility charges.

4.2.2.4 Excess Payments Credit. If payments of Monthly Minimum Rent and Percentage Rent actually made by Lessee in a particular Lease Year exceed the total Annual Minimum Rent and Percentage Rent that would have been due for such Lease Year if computed on an annual basis at the end of such Lease Year, Lessee shall be permitted to credit that excess amount ("**Excess Percentage Rent Payment**") against the succeeding monthly installments of Percentage Rent otherwise due under this Subsection 4.2.2 until such time as the entire Excess Percentage Rent Payment has been recouped. If Lessee makes an Excess Percentage Rent Payment in the final Lease Year of the Term, County shall refund such amount to Lessee within thirty (30) days after County's verification of such overpayment, which County agrees to use its reasonable efforts to diligently complete after receipt by County of all information required for County to calculate the Excess Percentage Rent Payment and to resolve any audits of Percentage Rent.

4.2.2.5 Effect of Sublessee Doing Business. Except as specifically provided to the contrary in this Lease, where a Sublessee is conducting a business or engaged in any use or occupation or any combination thereof on Lessee's leasehold except for a business conducted under Item (1) of category (c1) of Subsection 4.2.2, for purposes of determining Percentage Rent Lessee shall report whichever of the following results in the greater Percentage Rent: (i) the Gross Receipts received by each Sublessee under one or more of categories (a) through (s1) of Subsection 4.2.2; or (ii) the Gross Receipts received by Lessee from such Sublessee under category (c) or (c1) of Subsection 4.2.2.

4.2.2.6 Interest, Service Fees or Late Charges. Interest, service fees or late charges collected in conjunction with a transaction, sale or activity of Lessee or Sublessee shall be reported in the same percentage category as the transaction, sale or activity is reported.

4.2.2.7 Percentage Rent Does Not Affect Permitted Uses. It is understood and acknowledged by Lessee that Section 3.1 of this Lease sets forth the Permitted Uses of the Premises by Lessee; thus, the Percentage Rent categories listed in Subsection 4.2.2 are not all necessarily applicable to this Lease and are in no way intended to expand the Permitted Uses.

4.2.2.8 Policy Statements. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel may further interpret the definition of Gross Receipts, with such interpretations to be a guideline in implementing the foregoing Subsections of this Lease.

4.2.2.9 CVB Surcharge. Lessee funds its share of the cost of the operation of the Marina del Rey Convention and Visitor's Bureau ("CVB") through the self-imposed collection from its customers of a one percent (1%) surcharge against the fees charged to its customers for the occupancy of hotel and motel sleeping accommodations (the "Surcharge") and the monthly payment of the Surcharge to the CVB (the "CVB Payment"). In recognition of the mutually beneficial services provided by the CVB and in acknowledgment of the intended use of the Surcharge, County and Lessee agree that the Surcharge shall be excluded from Gross Receipts to the extent that Lessee pays the Surcharge to the CVB in the form of the CVB Payment prior to the date on which the monthly Gross Receipts report for the month during which the Surcharge is collected is due. Lessee shall report, as separate line items in the monthly Gross Receipts report, the amounts of the Surcharge excluded from Gross Receipts and the CVB Payment for such reported month. If for any month the CVB Payment is less than the Surcharge, then the allowable exclusion shall be limited to the actual CVB Payment, and Percentage Rent shall be payable under the 7½% percent subcategory of category (c) of Subsection 4.2.2 with respect to the amount by which the Surcharge exceeds the CVB Payment. All records relating to the Surcharge and CVB Payments shall be maintained by Lessee in conformance with the requirements of Article 14 of this Lease.

4.3 Adjustments to Annual Minimum Rent. As of the First Adjustment Date and every three (3) years thereafter until the first Renegotiation Date, and thereafter each third (3rd), sixth (6th) and ninth (9th) anniversary of each Renegotiation Date (each an "Adjustment Date" and collectively the "Adjustment Dates"), the Annual Minimum Rent shall be adjusted as provided in this Section 4.3. The Annual Minimum Rent shall be adjusted as of each Adjustment Date to the amount which equals seventy five percent (75%) of the average of the total Annual Rent payable by Lessee to County each year under Section 4.2 of this Lease during the three (3) year period immediately preceding the Adjustment Date; provided, however, that the Annual Minimum Rent shall be never be reduced to less than the Annual Minimum Rent in effect immediately prior to the then-applicable Adjustment Date.

4.4 Renegotiation of Annual Minimum and Percentage Rents. Effective as of the first January 1 following the tenth (10th) anniversary of the end of the Construction Period, and the January 1 following each subsequent tenth (10th) anniversary thereafter (each a “**Renegotiation Date**” and collectively, the “**Renegotiation Dates**”), the Annual Minimum Rent and Percentage Rent shall be readjusted to the Fair Market Rental Value (as defined below) of the Premises.

4.4.1 Fair Market Rental Value. As used herein, “**Fair Market Rental Value**” shall mean, as of each Renegotiation Date, the fair market rent, including an annual minimum rent and percentage rent, with the percentage rent expressed as the respective percentages of Gross Receipts in accordance with the categories enumerated in Subsection 4.2.2, which the Premises would bring, on an absolute net basis, taking into account the Permitted Uses, all relevant and applicable County policies and all of the other terms, conditions and covenants contained in the Lease, if the Premises were exposed for lease for a reasonable time on an open and competitive market to a lessee for the purpose of the Permitted Uses, where County and the respective tenant are dealing at arms length and neither is under abnormal pressure to consummate the transaction, together with all restrictions, franchise value, earning power and all other factors and data taken into account in accordance with California law applicable from time to time to eminent domain proceedings.

Notwithstanding any contrary provision of this Lease, in connection with the readjustment of Annual Minimum Rent and Percentage Rent pursuant to this Section 4.4, (a) in no event shall the Annual Minimum Rent ever be reduced to an amount less than the Annual Minimum Rent in effect immediately prior to the Renegotiation Date, and (b) in no event shall any individual Percentage Rent category (i.e., each of categories (a) through (s1) in Subsection 4.2.2 above) ever be reduced below the percentage for such Percentage Rent category set forth in Subsection 4.2.2 above, and the requirement set forth in this sentence that no individual Percentage Rent category percentage shall be reduced below that set forth in Subsection 4.2.2 shall have no effect on the determination of the Fair Market Rental Value for any other Percentage Rent category in which the Fair Market Rental Value percentage might be greater than that set forth in Subsection 4.2.2.

4.4.2 Renegotiation Period. Not more than one (1) year nor less than nine (9) months prior to the Renegotiation Date, Lessee shall deliver to County written notice setting forth Lessee’s determination of the Fair Market Rental Value of the Premises for (a) the Annual Minimum Rent, and (b) a Gross Receipts percentage for each of the Percentage Rent categories set forth in Subsection 4.2.2. Lessee’s notice shall include a list of comparable properties and/or complete copies of any appraisals which it has utilized in its determination, together with such other information regarding such comparable properties or the Premises as Lessee deems relevant or as may be reasonably requested by County. Within one hundred twenty (120) days after receipt of Lessee’s notice, if County disagrees with Lessee’s determination, County shall deliver to Lessee written notice of such disagreement, together with County’s determination of Fair Market Rental Value and a list of comparable properties and/or complete copies of any appraisals which it has utilized in its determination, together with such other information regarding such comparable properties or the Premises as County deems relevant or as may be reasonably requested by Lessee, to the extent available to County. If County fails to deliver to Lessee notice of its disagreement within the aforementioned period and such failure continues for fifteen (15) days after receipt of written notice from Lessee, then Lessee’s determination of Fair Market Rental Value shall be

binding on County as of the Renegotiation Date; provided, however, that Lessee's notice to County shall conspicuously state in bold faced type that such determination of Fair Market Rental Value shall be binding on County unless County delivers notice of its disagreement within such fifteen (15) day period.

If Lessee fails to deliver the notice described in the first sentence of this subsection, setting forth Lessee's determination of Fair Market Rental Value, and such failure continues for fifteen (15) days after receipt of written notice from County, then County shall submit its determination of Fair Market Rental Value to Lessee, and Lessee shall have fifteen (15) days after the submittal by County to Lessee of County's determination of Fair Market Rental Value to deliver to County written notice of Lessee's agreement or disagreement with County's determination. If Lessee fails to deliver notice of such disagreement within such fifteen (15) day period and County's notice to Lessee conspicuously stated in bold faced type that such determination of Fair Market Rental Value shall be binding on Lessee unless Lessee delivers notice of its disagreement within such fifteen (15) day period, then County's determination of Fair Market Rental Value shall be binding on Lessee as of the Renegotiation Date.

4.4.3 Negotiation of Fair Market Rental Value. If County (or Lessee, as the case may be) does so notify Lessee (or County, as the case may be) of its disagreement as provided in Subsection 4.4.2, County and Lessee shall have sixty (60) days from the end of the applicable response period in which to agree upon the Fair Market Rental Value for the Premises. County and Lessee shall negotiate in good faith during said sixty (60) day period. If the parties do so agree, they shall promptly execute an amendment to this Lease that documents the new Annual Minimum Rent and Percentage Rent so jointly determined, to be effective upon the Renegotiation Date. Director shall be authorized to execute any such amendment on behalf of County. During the period of negotiation, Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to the obligation to continue to pay to County Annual Minimum Rent and Percentage Rent at the then-existing levels.

4.4.4 Arbitration. If County and Lessee fail to reach agreement during the sixty (60) day period set forth in Subsection 4.4.3, then, unless the parties agree otherwise, the Fair Market Rental Value of the Premises shall be determined by arbitration as set forth in Article 16 of this Lease and the parties shall execute an amendment to this Lease setting forth the Fair Market Rental Value as determined by arbitration. In order to determine the Fair Market Rental Value of the Premises, the arbitrator shall take into consideration the terms and provisions applicable to the calculation of the Fair Market Rental Value set forth in Subsection 4.4.1. During the period of arbitration, County and Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to Lessee's obligation to pay to County Annual Minimum Rent and Percentage Rent at then existing levels.

4.4.5 Retroactivity. In the event that, pursuant to Subsections 4.4.3 or 4.4.4 hereof, the parties execute an amendment to this Lease setting forth the new Annual Minimum Rent and Percentage Rent, such amendment, if executed prior to the Renegotiation Date, shall be effective as of the Renegotiation Date; if executed after the Renegotiation Date, such amendment shall be retroactive to the Renegotiation Date. In the event that such amendment is executed after the Renegotiation Date, then, within thirty (30) days after such execution, Lessee shall pay to County, or County shall pay or, at its election, credit to Lessee, the difference, if any, between (a)

such Fair Market Rental Value for the Premises and (b) the actual Annual Minimum Rent and Percentage Rent paid by Lessee to County, for the period of time from the Renegotiation Date until the date of such payment. Lessee (with respect to overpayments) or County (with respect to underpayments) shall further be entitled to interest on each portion of such payment from each date on which the applicable rental payments were payable under this Lease to the date paid or credited, whichever is applicable, at the following rates:

- (1) the interest rate applicable to the first six (6) months following the Renegotiation Date shall be equal to the average daily rate for the non-restricted funds held and invested by the Treasurer and Tax Collector of Los Angeles County during that period, computed by the Auditor-Controller ("**County Pool Rate**"); and,
- (2) the interest rate applicable to any period of time in excess of six (6) months following the Renegotiation Date shall be the Prime Rate in effect as of the date that is six (6) months after the Renegotiation Date, and such interest shall accrue for the period from the date that is six (6) months after the Renegotiation Date until the date of payment.

No late fee shall be payable under Section 4.5 with respect to any underpayment of rent retroactively readjusted pursuant to this Subsection 4.4.5 as long as Lessee pays to County any such rent underpayment and accrued interest within the thirty (30) day period prescribed in this Subsection 4.4.5.

4.5 Payment and Late Fees. Monthly Minimum Rent shall be paid by Lessee in advance. Payments of Minimum Monthly Rent shall be received by County on or before the first day of each calendar month of the Term. Percentage Rent shall be paid by Lessee in arrears. Percentage Rent due, if any, for a given month of the Term shall be received by County on or before the fifteenth (15th) day of the calendar month following each month of the Term, calculated as follows: the Lessee shall calculate the total Percentage Rent owed to County for the relevant month of the Term; it shall deduct from said amount the total Monthly Minimum Rent paid to County for that same month; if the resulting amount is a positive number, Lessee shall pay that amount to County; if that amount is a negative number, no Percentage Rent shall be paid to County for that month but nevertheless the Monthly Minimum Rent shall be paid every month of the Term hereof. Percentage Rent payments shall be reconciled annually at the end of each Lease Year, with any Excess Percentage Rent Payments credited as provided in Subsection 4.2.2.4. Payment may be made by check or draft issued and payable to The County of Los Angeles, and mailed or otherwise delivered to the Department of Beaches and Harbors, Los Angeles County, 13483 Fiji Way, Trailer No. 2, Marina del Rey, California 90292, or such other address as may be provided to Lessee by County.

Lessee acknowledges that County shall have no obligation to issue monthly rental statements, invoices or other demands for payment, and that the rental payments required herein shall be payable notwithstanding the fact that Lessee has received no such statement, invoice or demand. In the event any payment under this Lease is not received by County by the date due, Lessee acknowledges that County will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, a fee ("**Late Fee**") of six percent (6%) of the unpaid amount shall be added to any amount that remains unpaid

five (5) days after such amount was due and payable; provided, however, that no Late Fee shall be assessed in the case of the first late payment by Lessee during any Lease Year as long as such late payment is cured within one (1) business day after Lessee receives written notice from County. In addition to any Late Fee, any unpaid rent due shall additionally bear interest at an annual rate equal to the Prime Rate plus three percent (3%), computed from the date when such amounts were due and payable, compounded monthly, until paid. Lessee acknowledges that such Late Fee and interest shall be applicable to all identified monetary deficiencies under this Lease, whether identified by audit or otherwise, and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein (as opposed to the date when such deficiencies are identified by County); provided, however, with respect to any obligation of an Encumbrance Holder in connection with the exercise of its cure rights under Article 12 below, interest accrual on any particular obligation for periods prior to the Encumbrance Holder's acquisition of leasehold title to the Premises shall be limited to a maximum of three (3) years.

4.6 Changes of Ownership and Financing Events. Except as otherwise provided in this Section 4.6, each time Lessee proposes either (a) a Change of Ownership (that is not an Excluded Transfer) or (b) a Financing Event, County shall be paid (1) an Administrative Charge equal to the Actual Cost incurred by County in connection with its review and processing of said Change of Ownership or Financing Event ("**Administrative Charge**") and (2) subject to the remaining provisions of this paragraph, a Net Proceeds Share, in the event County approves such proposed Change of Ownership or Financing Event and such transaction is consummated. "**Net Proceeds Share**" shall mean the applicable amount determined pursuant to Section 4.8 of this Lease. Changes of Ownership are subject to County approval as provided in Article 11 of this Lease. Financing Events are not Changes of Ownership, but are subject to County approval as provided in Article 12 of this Lease.

4.6.1 Change of Ownership. "**Change of Ownership**" shall mean (a) any transfer by Lessee of a five percent (5%) or greater direct ownership interest in this Lease, (b) the execution by Lessee of a Major Sublease or the transfer by the Major Sublessee under a Major Sublease of a five percent (5%) or greater direct ownership interest in such Major Sublease, (c) any transaction or series of related transactions not described in Subsections 4.6.1(a) or (b) which constitute an Aggregate Transfer of fifty percent (50%) or more of the beneficial interests in Lessee or a Major Sublessee, or (d) a Change of Control (as defined below) of Lessee or a Major Sublessee. For the purposes of this Lease, "**Change of Control**" shall refer to a transaction whereby the transferee acquires a beneficial interest in Lessee or a Major Sublessee which brings its cumulative beneficial interest in Lessee or a Major Sublessee, as applicable, to greater than fifty percent (50%).

4.6.2 Excluded Transfers. Notwithstanding anything to the contrary contained in this Lease, Changes of Ownership resulting from the following transfers ("**Excluded Transfers**") shall not be deemed to create an obligation to pay County a Net Proceeds Share or any Administrative Charge:

4.6.2.1 a transfer by any direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee's ownership structure) as of the Effective Date or the date on which a Change of Ownership occurred as to the interest

transferred, to any other direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee's ownership structure) as of the Effective Date, including in each case to or from a trust for the benefit of the immediate family (as defined in Subsection 4.6.2.3 below) of any direct or indirect partner, shareholder or member of Lessee who is an individual;

4.6.2.2 a transfer to a spouse (or to a domestic partner if domestic partners are afforded property rights under then-existing Applicable Laws) in connection with a property settlement agreement or decree of dissolution of marriage or legal separation;

4.6.2.3 a transfer of ownership interests in Lessee or in constituent entities of Lessee (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, (iii) from such a trust or any trust that is an owner in a constituent entity of Lessee as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this Subsection 4.6.2.3 is the result of gift, devise, intestate succession or operation of law, or (iv) in connection with a pledge by any partners of a constituent entity of Lessee to an affiliate of such partner;

4.6.2.4 a transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, where such entity is a corporation or other entity whose stock (or securities) is (are) traded publicly on a national stock exchange or traded in the over-the-counter market and whose price is regularly quoted in recognized national quotation services;

4.6.2.5 a mere change in the form, method or status of ownership, as long as there is no change in the actual beneficial ownership of this Lease, Lessee or a Major Sublease, and such transfer does not involve an intent to avoid Lessee's obligations under this Lease with respect to a Change of Ownership;

4.6.2.6 any transfer resulting from a Condemnation by County; or

4.6.2.7 any assignment of the Lease by Lessee to a parent, subsidiary or affiliate of Lessee in which there is no change to the direct and indirect beneficial ownership of the leasehold interest.

4.6.3 Aggregate Transfer. "**Aggregate Transfer**" shall refer to the total percentage of the shares of stock, partnership interests, membership interests or any other equity interests (which constitute beneficial interests in Lessee or a Major Sublessee, as applicable) transferred or assigned in one transaction or a series of related transactions (other than those enumerated in Subsection 4.6.2) occurring since the later of (a) the Effective Date, (b) the execution of a Major Sublease in the case of an Aggregate Transfer involving a Major Sublessee,

or (c) the most recent Change of Ownership upon which an Administrative Charge was paid to County; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of Aggregate Transfer.

4.6.4 Beneficial Interest. As used in this Lease, “**beneficial interest**” shall refer to the ultimate direct or indirect ownership interests in Lessee (or a Major Sublessee, as applicable), regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies or trusts.

4.6.4.1 Interests Held By Entities. Except as otherwise provided herein, an interest in Lessee, this Lease or a Major Sublease held or owned by a partnership, limited liability company, corporation or other entity shall be treated as owned by the partners, members, shareholders or other equity holders of such entity in proportion to their respective equity interests, determined by reference to the relative values of the interests of all partners, members, shareholders or other equity holders in such entity. Where more than one layer of entities exists between Lessee or a Major Sublessee, as applicable, and the ultimate owners, then the foregoing sentence shall be applied successively to each such entity in order to determine the ownership of the beneficial interests in Lessee, this Lease or a Major Sublease, as appropriate, and any transfers thereof. Notwithstanding any contrary provision hereof, no limited partner, member or shareholder having a direct or indirect ownership interest in Lessee or a Major Sublease shall have any liability to County under this Lease.

4.6.4.2 Ownership of Multiple Assets. For purposes of determining the Gross Transfer Proceeds and Net Transfer Proceeds from a transaction or event that involves both a Change of Ownership and also the transfer of other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee (as applicable), the proceeds of such transaction or event shall be apportioned to this Lease, a Major Sublease and/or beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests, on the other hand, in proportion to the relative fair market values of the respective assets transferred.

4.6.5 Financing Events Regarding Multiple Assets. For purposes of determining the Net Proceeds Share and Net Refinancing Proceeds from a financing transaction that involves both a Financing Event under this Lease and a financing in which other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee secure the financing, the principal amount of such financing transaction shall be apportioned to this Lease, a Major Sublease and/or beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests that also secure the financing, on the other hand, in proportion to the relative fair market values of the respective assets that secure the financing.

4.7 Calculation and Payment. A deposit of Fifteen Thousand Dollars (\$15,000) toward the Administrative Charge shall be due and payable upon Lessee's notification to County of the proposed Change of Ownership (other than an Excluded Transfer) or Financing Event and request for County's approval thereof. If the transaction is approved, the balance of the Administrative Charge, if any, and the Net Proceeds Share shall be due and payable concurrently with the consummation of the transaction constituting the Change of Ownership (other than an Excluded Transfer) or Financing Event giving rise to the obligation to pay such fee, regardless of whether or not money is transferred by the parties in connection with such consummation. If County disapproves the proposed transaction then, within thirty (30) days after notice of its disapproval, County shall deliver to Lessee a written notice setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge), together with a refund of the amount, if any, of the deposit in excess of the Administrative Charge otherwise allowable under Section 4.6. In the event that the Administrative Charge exceeds the deposit, then Lessee shall pay County the balance of the Administrative Charge otherwise allowable under Section 4.6 within thirty (30) days after receipt of the notice from County setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge) and any additional supporting documentation reasonably requested by Lessee within five (5) business days after its receipt of such notice. At the time of Lessee's request for County approval of the proposed transaction (or in the case of a transaction, if any, as to which a Net Proceeds Share is payable but County's approval is not required, then at the time of Lessee's notice to County of the transaction, but in no event later than the consummation of the transaction), Lessee shall present (or cause to be presented) to County its calculation of the Net Proceeds Share (if any) anticipated to be derived therefrom, which shall include the adjustment to Improvement Costs, if any, which may result from the payment of such Net Proceeds Share ("**Calculation Notice**"). Each Calculation Notice shall contain such detail as may be reasonably requested by County to verify the calculation of the Net Proceeds Share. Within thirty (30) days after the receipt of the Calculation Notice and all information or data reasonably necessary for County to verify the calculations within the Calculation Notice, County shall notify the party giving the Calculation Notice as to County's agreement or disagreement with the amount of the Net Proceeds Share set forth therein or the related adjustment of Improvement Costs, if any. If County disagrees with the amounts set forth in the Calculation Notice, County shall provide Lessee with the reason or reasons for such disagreement. Failing mutual agreement within thirty (30) days after the expiration of County's thirty (30) day review period, the dispute shall be resolved by arbitration as set forth in Article 16 of this Lease in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value. In the event County approves a Change of Ownership or Financing Event but a dispute exists as to the Net Proceeds Share in respect thereof or the related adjustment, if any, in Improvement Costs, then the transaction may be consummated after County has disapproved Lessee's Calculation Notice; provided, however, that (i) Lessee shall remit to County as otherwise required hereunder the undisputed portion of the Net Proceeds Share and (ii) Lessee shall deposit the disputed portion of the Net Proceeds Share into an interest bearing escrow account at the closing of the transaction (or deliver to County a letter of credit or other security reasonably acceptable to County in the amount of the disputed portion), which disputed portion shall be distributed in accordance with the arbitration of the dispute pursuant to Article 16 of this Lease, in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value.

4.7.1 Transfer of Less Than Entire Interest. Where a Change of Ownership has occurred by reason of the transfer of less than all of an owner's beneficial interest in Lessee or a Major Sublessee, the Net Proceeds Share shall be due and payable with respect to those portions of such beneficial interest that have been acquired by the transferee since the latest of (a) the Effective Date, (b) the date of the most recent event creating Lessee's obligation to pay a Net Proceeds Share (including without limitation an approval by County of a transfer at a price which falls below the threshold for paying a Net Proceeds Share, but excluding any event as to which the Net Proceeds Share is expressly stated to be \$0 under the provisions of the first paragraph of Section 4.8 below) with respect to this Lease, a Major Sublease or a Change of Ownership that included a transfer of the beneficial interest that is the subject of the current transfer, or (c) the date which is twelve (12) months prior to the transfer which constitutes the Change of Ownership.

4.7.2 Purchase Money Notes. If the transferor of an interest accepts a note made by the transferee of such interest in payment of all or a portion of the acquisition cost (a "**Purchase Money Note**"), such note shall be valued at its face amount; provided that if the interest rate on such Purchase Money Note is in excess of a market rate, then the value of such note shall be increased to reflect such above-market rate. Any disputes between County and Lessee as to whether the interest rate on a Purchase Money Note is in excess of a market rate or with respect to the valuation of a Purchase Money Note with an above-market rate of interest, shall be settled by arbitration pursuant to Article 16 below.

4.7.3 Obligation to Pay Net Proceeds Share and Administrative Charge. With respect to a Change of Ownership giving rise to the Administrative Charge and Net Proceeds Share, the obligation to pay the Administrative Charge and Net Proceeds Share shall be the obligation of Lessee, and in the case in which the identity of the Lessee changes with the transfer, shall be the joint and several obligation of both the Lessee entity prior to the transfer and the Lessee entity after the transfer. In the event that the Administrative Charge or Net Proceeds Share is not paid when due with respect to the beneficial interest in this Lease, then County shall have the remedies set forth in Section 13.3 hereof; provided, however, in the case of a transfer of an interest in Lessee (as opposed to a transfer by Lessee of an interest in the Lease or the Premises) in which the transferor and transferee fail to pay the Administrative Charge and/or Net Proceeds Share due hereunder, as long as Lessee uses its best efforts to cause the payment of the required Administrative Charge and Net Proceeds Share to be made, County shall, for a period of up to three (3) years following the Change of Ownership, forbear from exercising any right to terminate the Lease as a result thereof; provided further that at the end of such three (3) year period County shall no longer have any obligation to forbear from terminating the Lease if the Administrative Charge and Net Proceeds Share, plus interest as described below, has not been paid in full. An Administrative Charge and Net Proceeds Share not paid when due hereunder shall bear interest at the Prime Rate plus three percent (3%). For purposes of determining whether County is required to forbear from terminating the Lease as described above, Lessee's obligation to use its best efforts to cause the payment of the unpaid Administrative Charge and/or Net Proceeds Share shall include the obligation at Lessee's expense, to institute a legal action against the transferor and transferee within ninety (90) days following the date of the transfer and to diligently prosecute such legal action to completion.

4.8 Net Proceeds Share. The Net Proceeds Share shall be \$0 for any Change of Ownership occurring prior to the sixth (6th) anniversary of the last day of the Construction Period (and for any Financing Event to fund such Change of Ownership).

In the case of a Change of Ownership (excluding Excluded Transfers) that occurs during the period between the seventh (7th) and tenth (10th) anniversaries of the last day of the Construction Period, the Net Proceeds Share shall be equal to the greater of (a) the lesser of (i) the Net Transfer Proceeds from such transfer, or (ii) two and one-half percent (2.5%) of the Gross Transfer Proceeds from such transfer, or (b) twenty percent (20%) of the Net Transfer Proceeds from such transfer.

In the case of a Change of Ownership (excluding Excluded Transfers) that occurs after the tenth (10th) anniversary of the last day of the Construction Period, the Net Proceeds Share shall be equal to the greater of (a) the lesser of (i) the Net Transfer Proceeds from such transfer, or (ii) five percent (5%) of the Gross Proceeds from such transfer, or (b) twenty percent (20%) of the Net Transfer Proceeds from such transfer.

“Gross Transfer Proceeds” shall mean an amount equal to the gross sale or transfer proceeds and other consideration given for the interests transferred (but in the case of a transfer to a party affiliated with or otherwise related to the transferor which constitutes a Change of Ownership that is not an Excluded Transfer, such consideration shall in no event be deemed to be less than the fair value of the interests transferred; if Lessee and County are unable to agree upon such fair value, then the matter shall be determined pursuant to Article 16).

In the case of the following Financing Events (collectively, the **“Financing Event Net Proceeds Share Exclusions”**), the Net Proceeds Share shall be \$0: (i) the origination of the initial construction loan for the construction of the Renovation Work (the **“Initial Construction Loan”**), (ii) the first conversion or refinancing of the Initial Construction Loan to permanent financing (or a mini-perm financing) prior to the sixth (6th) anniversary of the last day of the Construction Period, or (iii) any other Financing Event occurring prior to the sixth (6th) anniversary of the last day of the Construction Period. With respect to any other Financing Event not described in the immediately preceding sentence or in the parenthetical in the first paragraph of this Section 4.8 above, the Net Proceeds Share (if any) shall be equal to twenty percent (20%) of the Net Refinancing Proceeds from such Financing Event. Notwithstanding the foregoing, in connection with any Financing Event used to fund the cost of the acquisition of an Ownership Interest in Lessee that constitutes an Excluded Transfer, if such Financing Event is secured by the Ownership Interest that is transferred, then the Net Refinancing Proceeds from such Financing Event shall not include the portion of the proceeds of such Financing Event used to fund the acquisition cost of such Ownership Interest.

Notwithstanding any contrary provision of this Section 4.8, in the calculation of Net Transfer Proceeds and Net Refinancing Proceeds derived from a Change of Ownership or Financing Event, as applicable, pursuant to the remaining provisions of Section 4.8 below, there shall be no duplication of any amounts to be subtracted from Gross Transfer Proceeds or the gross principal amount of any Financing Event (as applicable), even if a particular amount qualifies for subtraction under more than one category.

4.8.1 Transaction by Initial Lessee Under this Lease. In the case of a transfer by Lessee (but not a transfer by a successor or assignee of Lessee) constituting a Change of Ownership for which a Net Proceeds Share is payable, “**Net Transfer Proceeds**” shall mean the Gross Transfer Proceeds from the transfer, less the following costs with respect to Lessee (but not its successors or assignees):

4.8.1.1 The sum of (a) Sixteen Million Nine Hundred Eighty Thousand Dollars (\$16,980,000), plus (b) the total amount of the Extension Fee (including the “Parcel 42 Option Fee” paid by Lessee under the Option Agreement) that has been paid by Lessee as of the date of the Change of Ownership, plus (c) the actual out-of-pocket costs incurred by Lessee for its third party consultants and attorneys in connection with the negotiation and consummation of the Option Agreement and this Lease, plus (d) the Actual Costs reimbursed by Lessee to County in connection with the negotiation and consummation of the Option Agreement and this Lease (the sum of the amounts in (a), (b), (c) and (d) are referred to as the “**Base Value**”), plus (e) the final actual out-of-pocket design, engineering, permitting, entitlement and construction costs paid by Lessee in connection with (I) the Renovation Work, or (II) other physical capital Improvements or Alterations made to the Premises by Lessee after the Effective Date in compliance with Article 5 of this Lease (in each instance excluding the amount of any such costs reimbursed or paid by the Parcel 43 Lessee), in each case to the extent that such costs have been submitted to County within ninety (90) days after the completion of such Improvements, together with a written certification from Lessee and Lessee’s construction lender (to the extent that such construction lender exists and the construction lender has funded such costs) that such costs are accurate (the amounts described in this clause (e) are referred to as “**Improvement Costs**”). Notwithstanding the foregoing, with respect to Improvements or Alterations which are not part of the Renovation Work, Lessee shall submit the cost of such Improvements on an annual basis within ninety (90) days following the end of each fiscal year. If by the date that is ninety (90) days after the completion of the Renovation Work (or other Improvements) the final amount of the Improvement Costs is not established because of a dispute or disputes between Lessee and its contractor(s), then Lessee shall note such dispute(s) in its submission of the Improvement Costs (including a description of the costs and the amounts under dispute). Lessee shall thereafter notify County in writing within thirty (30) days after the resolution of any such dispute as to any final adjustment required to the amount of the Improvement Costs to reflect the resolution of such dispute. Without limitation of the definition of Improvement Costs above, Improvement Costs shall include all actual out-of-pocket hard and soft construction costs paid to unaffiliated third parties (except that Lessee shall be entitled to include, to the extent actually incurred, construction management and/or development fees paid to an affiliate as long as the total amount of all construction management, development and similar fees paid to unaffiliated and affiliated parties does not exceed an aggregate of four percent (4%) of the hard construction costs), and actual construction period interest on Lessee’s construction loan from an unaffiliated third party lender.

4.8.1.2 Commissions, title and escrow costs, documentary transfer taxes, sales and use taxes, reasonable attorneys’ fees, prepayment fees, penalties or

other similar charges (such as yield maintenance premiums or defeasance costs), and other bona fide closing costs actually paid to third parties and documented to the reasonable satisfaction of Director, which costs were directly attributable to the consummation of the particular transaction giving rise to the obligation to pay County a Net Proceeds Share, including the Administrative Charge paid to County for such transaction (but without double counting) (collectively, “**Documented Transaction Costs**”).

4.8.1.3 That portion of the principal amount of any Financing Event after the Effective Date that constituted Net Refinancing Proceeds on which Lessee paid County a Net Proceeds Share (or that would have constituted Net Refinancing Proceeds on which Lessee would have been required to pay a Net Proceeds Share but for the Financing Event Net Proceeds Share Exclusions).

4.8.2 Transfer by Lessee’s Successor. In the case of a transfer by a Lessee other than the original Lessee, “**Net Transfer Proceeds**” shall mean the Gross Transfer Proceeds received by that successor, minus the following costs with respect to such successor Lessee:

4.8.2.1 The greatest of (a) the sum of the Base Value, plus Improvement Costs incurred subsequent to the Effective Date but prior to the acquisition of the leasehold interest by such successor; (b) the purchase price such successor paid to Lessee or such successor’s seller for the interest acquired (or to the extent that such successor acquired its interest herein pursuant to an exchange of property or other non-monetary interests, then the fair market value of the property or other interests transferred by such successor as the consideration for such successor’s acquisition of the interest hereunder acquired by such successor); or (c) the original principal amount of any Financing Event or Financing Events (on a non-duplicative basis) after such successor Lessee’s acquisition of the leasehold, and with respect to which County was paid a Net Proceeds Share (or, in the case of a Financing Event on which Lessee would have paid a Net Proceeds Share but for the Financing Event Net Proceeds Share Exclusions), plus the principal amount of any financing existing as of the date on which such seller acquired the leasehold or subsequently obtained by Lessee, if such financing has not been refinanced, but without duplication;

4.8.2.2 Improvement Costs actually paid by such successor Lessee after such successor Lessee’s acquisition of its leasehold interest in the Premises (but not duplicative of the principal amount of any Financing Event described in clause 4.8.2.1(c) above, the proceeds of which were used to fund such Improvement Costs); provided that such costs have been submitted to County, with an appropriate lender (if any) and Lessee certification, as provided in Subsection 4.8.1.1; and

4.8.2.3 Documented Transaction Costs with respect to the transfer of the interest by the successor.

4.8.3 Transfers of Major Sublessee’s Interest. With respect to any Change of Ownership described in Subsection 4.6.1(b), Subsections 4.8.1 and 4.8.2 shall apply (as applicable), except that any rents or other amounts received by Lessee from the Major Sublessee a

percentage of which is passed through to County under any provision of this Lease (other than payment of Net Proceeds Share) shall be disregarded in the computation of Net Transfer Proceeds.

4.8.4 Other Transfers. With respect to any Change of Ownership that is not an Excluded Transfer and is not described in Subsections 4.8.1 through 4.8.3 (e.g., a transfer of a beneficial interest in Lessee or a Major Sublessee), Subsections 4.8.1, 4.8.2 and 4.8.3 shall apply to such Change of Ownership (as applicable), as adjusted pursuant to the immediately following sentence. For purposes of the application of Sections 4.8.1 and 4.8.2 to a Change of Ownership under this Section 4.8.4, in lieu of deducting the Base Value and Improvement Costs in determining Net Transfer Proceeds, the cost to the transferor of the interest being transferred or which was transferred in the past but constitutes a portion of an Aggregate Transfer (which cost shall in no event be deemed to be less than a pro rata share (i.e., the percentage of the entire beneficial interest in Lessee that is then being transferred) of the Base Value and Improvement Costs (or with respect to a transfer of a beneficial interest in a Lessee that is not the original Lessee Entity that executed this Amended and Restated Lease Agreement, such cost shall in no event be deemed to be less than the pro rata share (i.e., the percentage of the entire beneficial interest in Lessee that is then being transferred) of the sum of Subsections 4.8.2.1 and 4.8.2.2 as of the respective date of the transfer of each interest in the aggregation pool)) shall be deducted. Furthermore, in the event that any such Change of Ownership produces a Net Proceeds Share, the then-existing Improvement Costs shall be increased by an appropriate amount to reflect the basis on which the Net Proceeds Share was calculated, and the basis of the interest that was transferred and for which a Net Proceeds Share was paid shall also be increased for subsequent transfers of the same interest, as if realized by Lessee or a Major Sublessee upon a transfer of a comparable interest in this Lease or in a Major Sublease, as applicable.

4.8.5 Net Refinancing Proceeds. “**Net Refinancing Proceeds**” shall mean the gross principal amount of any Financing Event after the Effective Date (plus in the case of secondary financing the original principal balance of any existing financing that is not repaid as a part of such secondary financing), minus (a) the greatest of (i) the Base Value plus the Improvement Costs incurred prior to the date of the current Financing Event as to which the amount of Net Refinancing Proceeds is then being calculated, (ii) the Prior Financing Event Principal Balance (as defined below), or (iii) in the case of a successor Lessee, the purchase price such successor paid to Lessee or such successor’s seller for the interest acquired, (b) any portion of the proceeds of the Financing Event which shall be used for Improvement Costs to be incurred after the date of the Financing Event, (c) other Improvement Costs incurred by Lessee and not paid for or repaid with the proceeds of any Financing Event (but without duplication to the extent included in the amount determined under clause (a) above), and (d) Documented Transaction Costs with respect to such Financing Event. Notwithstanding the foregoing, there shall be no double counting of Improvement Costs in clauses (a), (b) and (c) above. In addition, notwithstanding any contrary provision of Section 4.6 above pursuant to which a Net Proceeds Share would be due upon a Financing Event, if the purpose of a Financing Event is to fund the acquisition cost (or a portion of the acquisition cost) of a Change of Ownership that is not an Excluded Transfer, then to the extent that the gross principal amount of the Financing does not exceed the gross sale or transfer price of such Change of Ownership, and if the Financing Event is consummated concurrently with the consummation of the Change of Ownership, there shall not be any separate Net Proceeds Share payable in connection with such Financing Event.

For purposes of this Subsection 4.8.5, “**Prior Financing Event Principal Balance**” shall mean an amount equal to the original principal amount of a Financing Event consummated after the Effective Date but prior to the then-subject Financing Event, plus if such previous Financing Event was secondary financing, the original principal balance of any then-existing financing that was not repaid as part of such secondary financing; provided, however, if there were more than one such previous Financing Event after the Effective Date, then the calculation shall be performed for each such previous Financing Event after the Effective Date, and the higher or highest amount so determined shall be the Prior Financing Event Principal Balance.

4.8.6 Transfers to which Sections 4.6 through 4.8 Apply. The provisions of Sections 4.6 through 4.8 hereof shall apply to all transfers of beneficial interests in this Lease or a Major Sublease which constitute a Change of Ownership, unless such transfers are otherwise excluded pursuant to this Lease. Furthermore, the provisions of Sections 4.6 through 4.8 of this Lease, and the principles set forth therein, shall apply to any transfer or series of transfers primarily structured for the purpose of avoiding the obligation to pay Net Proceeds Share set forth in Sections 4.6 through 4.8 of this Lease and which, viewed together, would otherwise constitute a Change of Ownership.

4.8.7 Payment. Net Proceeds Share shall be due and payable concurrently with the transfer giving rise to the obligation to pay such share and shall be the joint and several obligation of the transferee and transferor. Net Proceeds Share not paid when due shall be subject to a late fee of six percent (6%) of the amount due, together with interest on such Net Proceeds Share at the Applicable Rate from the date due until paid; provided, however, that in the case of a dispute as to the correct amount of the Net Proceeds Share there shall be no late fee payable as long as Lessee timely pays to County the undisputed portion of the Net Proceeds Share and deposits the disputed portion thereof in an interest bearing escrow account at the closing of the transaction (or delivers to County a letter of credit or other security reasonably acceptable to County in the amount of such disputed portion) to secure payment thereof. In the event that the proceeds of the transaction giving rise to the obligation to pay Net Proceeds Share are comprised, in whole or in part, of assets other than cash, then the cash payment of the Net Proceeds Share shall reflect the fair market value of such non-cash assets as of the date of the Change of Ownership, which shall be set forth in the Calculation Notice. Notwithstanding the foregoing, in the case of a Change of Ownership described in Subsection 4.6.1(b), the Net Proceeds Share shall be payable to County as and when the Net Transfer Proceeds are received, with the Net Proceeds Share being equitably apportioned to the payments derived by Lessee from said Change of Ownership (other than any payments passed through to County under this Lease).

4.8.8 Shareholder, Partner, Member, Trustee and Beneficiary List. As part of the submission for approval of a Change of Ownership or Financing Event, and upon the request of County (which requests shall be no more frequent than once per year), Lessee shall provide County with an updated schedule listing the names and mailing addresses of (i) all shareholders, partners, members and other holders of equity or beneficial interests in Lessee, this Lease or the Major Sublessee under any Major Sublease, and (ii) all shareholders, partners, members and other holders of equity or beneficial interests in any of the constituent shareholders, partners, members or other holders of equity or beneficial interests in Lessee or any Major Sublessee under any Major Sublease, if such interest exceeds a five percent (5%) or greater beneficial interest in Lessee

or the Major Sublessee under a Major Sublease. In the event that such shareholder, partner, member or other interest holder is a trust, Lessee shall include in such schedule the name and mailing address of each trustee of said trust, together with the names and mailing addresses of each beneficiary of said trust with greater than a five percent (5%) actuarial interest in distributions from, or the corpus of, said trust; provided, however, that to the extent that Lessee is prevented by Applicable Laws from obtaining such information regarding the beneficiaries of said trust(s), Lessee shall have complied with this provision if Lessee uses its best efforts to obtain such information voluntarily and provides County with the opportunity to review any such information so obtained. Lessee agrees to use its best efforts to provide County with any additional information reasonably requested by County in order to determine the identities of the holders of five percent (5%) or greater beneficial interests in Lessee or a Major Sublessee.

5. RENOVATION WORK; ALTERATIONS.

5.1 Renovation Work. Promptly following the Effective Date, Lessee shall renovate the existing Improvements located on the Premises in accordance with the renovation plan attached to this Lease as Exhibit B (the “**Renovation Plan**”), including without limitation, the complete renovation of the existing hotel (to contain 154 rooms) existing on the Premises, including the renovation of the interiors, bathrooms, windows and doors of all rooms, the replacement of all building systems (including HVAC, electrical, plumbing, elevators and other building systems), and the renovation of building facades, interior and exterior common areas, landscaping and hardscape (including Promenade). The renovation work described in this Section 5.1 is referred to herein as the “**Renovation Work.**” The Renovation Work shall be performed in accordance with the Renovation Plan and the Final Plans and Specifications for the Renovation Work (as established under the Option Agreement to the extent that the Final Plans and Specifications for the Renovation Work are approved by Director prior to the Effective Date, or as established under Subsection 5.3.3 of this Lease to the extent that the Final Plans and Specifications for the Renovation Work are not approved by Director until after the Effective Date). Lessee shall construct for Director’s approval a mock-up room that depicts the typical hotel room as renovated. Such mock-up room shall be completed in accordance with a schedule that permits Director to approve the mock-up room prior to the application of the various components of the mock-up room to the other hotel rooms. If the mock-up room is not completed, and Director’s approval of the mock-up room received, prior to the commencement of construction of the Renovation Work, then Lessee shall assume the risk that portions of the Renovation Work performed prior to Director’s approval of the mock-up room may be required to be altered to accommodate changes or modifications required by Director with respect to the mock-up room. Director’s approval or disapproval of the mock-up room shall not be limited or constrained by any additional cost, delay or other adverse affect that results from Lessee’s failure to receive Director’s approval of the mock-up room prior to the commencement of construction of the Renovation Work.

Lessee shall be responsible for the acquisition and compliance with all required governmental (including, without limitation, County, Coastal Commission and Design Control Board) planning and entitlement approvals required to perform the Renovation Work.

The Renovation Work to be performed by Lessee includes the development and/or renovation by Lessee of the Promenade in accordance with the Renovation Plan. The Reciprocal

Easement Agreement includes certain covenants and agreements between Lessee and the Parcel 43 Lessee concerning the development and/or renovation of the Promenade, including without limitation, a covenant on the part of the Parcel 43 Lessee to pay or reimburse Lessee for a portion of the cost of the development and/or renovation of the Promenade in accordance with the terms and provisions of the Reciprocal Easement Agreement (the “**Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount**”). Notwithstanding any contrary provision of this Lease (including without limitation, Section 5.6 below), County shall have no liability to Lessee, and Lessee’s obligations under this Lease with respect to the completion of the Renovation Work (including the development and/or renovation of the Promenade) shall not be excused, delayed, deferred, extended or otherwise affected, by any breach, default, act or omission by or on behalf of the Parcel 43 Lessee, its employees, agents, affiliates, subtenants, licensees, contractors, successors or assigns, pertaining or relating to the development and/or renovation of the Promenade; provided, however, if the Parcel 43 Lease is terminated and at the time of such termination the Parcel 43 Lessee has not fully paid to Lessee the Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount, then (A) if and to the extent that after the termination of the Parcel 43 Lease County operates the Parcel 43 Premises, either directly or through a third party management company (as opposed to leasing the Parcel 43 Premises to a replacement lessee) and County receives revenue from such operation in excess of the expenses incurred by County in connection with such operation, then County shall pay the unpaid portion of the Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount to Lessee to the extent of, and not in excess of, the amount of the net revenue (i.e., revenue less expenses) received by County (in its capacity as owner of the Parcel 43 Premises and not in its governmental capacity as the recipient of tax revenues or other governmental fees or charges) in connection with such operation of the Parcel 43 Premises; and/or (B) if after the termination of the Parcel 43 Lease County enters into a new lease with a replacement lessee for the operation of Parcel 43, then in connection with such new lease, County shall require the new lessee to pay to Lessee no later than thirty (30) days after the execution of such new lease any remaining unpaid portion of Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount. In no event shall County have any obligation whatsoever to operate the Parcel 43 Premises to generate revenue to pay any unpaid portion of the Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount, and any election by County to operate the Parcel 43 Premises after a termination of the Parcel 43 Lease shall be in the sole and absolute discretion of County. In addition, in no event shall County have any obligation whatsoever after a termination of the Parcel 43 Lease to enter into a new lease with a replacement lessee to operate the Parcel 43 Premises, and any election by County to enter into any such new lease shall be in the sole and absolute discretion of County. For purposes of the calculation of the net revenue available to pay the Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount pursuant to clause (A) above in this paragraph, such net revenue shall be calculated on a calendar year (or at County’s election, County’s fiscal year) basis. Within ninety (90) days after the end of each such calendar (or fiscal) year County shall deliver to Lessee a statement of the net revenue received by County from the operation of the Parcel 43 Premises during such year and remit to Lessee the amount of such net revenue until the unpaid Parcel 43 Lessee’s Promenade Development Cost Reimbursement Amount for which County has responsibility hereunder is paid in full.

Lessee shall be solely responsible for all costs and expenses incurred in connection with the performance of the Renovation Work (including all design, engineering, entitlement and

construction activities). Lessee shall expend on the Renovation Work not less than the Required Cost Amount (as defined below) for out-of-pocket costs paid to third parties for the performance of the Renovation Work that comply with the definition of Applicable Renovation Costs set forth below. The immediately preceding sentence shall not be construed as a maximum amount that Lessee is required to expend for Applicable Renovation Costs for the Renovation Work, but only as a minimum amount, and Lessee shall be required to perform the Renovation Work in accordance with the requirements and standards set forth in this Article 5 even if the Applicable Renovation Costs necessary to do so exceed the Required Cost Amount. Only Applicable Renovation Costs may be used to satisfy the Required Cost Amount. “**Applicable Renovation Costs**” shall mean all out-of-pocket hard construction costs paid to unaffiliated third parties for the construction of the Renovation Work plus the following additional out-of-pocket soft costs paid to unaffiliated third parties: (a) architectural, design and engineering fees not to exceed 8% of the Required Cost Amount; (b) governmental permit fees; (c) project oversight and management fees; provided, however, that the aggregate amount of project oversight and management fees, whether paid to the general contractor or another third party construction manager shall not exceed 5% of the Required Cost Amount; (d) costs for furniture, fixtures and equipment not to exceed an aggregate of \$4,113,000; (e) the initial franchise fee paid to the third party operator of the Hotel (if and to the extent the Hotel is operated by a franchisee under a national franchise and the franchise fee is paid); (f) accounting, legal and insurance costs incurred in connection with the Renovation, not to exceed \$280,000; (g) working capital for the initial operation of the Hotel, not to exceed \$1,100,000; and (h) construction loan fees and costs, and construction loan interest during the period of the Renovation Work until the Renovation Work is substantially completed. The hard construction costs for the Renovation Work may include up to \$1,500,000 of hard construction costs incurred for leasehold improvements to the restaurant, whether incurred by Lessee or a restaurant Sublessee. The Applicable Renovation Costs shall not include any hard or soft or other costs incurred in connection with the renovation of the Landside Anchorage Improvements, or costs incurred or required to be reimbursed by the Parcel 43 Lessee with respect to the renovation of the Promenade, exterior parking or common areas or any other improvements on the Premises or the Parcel 43 Premises. The Applicable Renovation Costs shall also not include the Option Fee or the Extension Fee, syndication fees or costs, any imputed cost or value of the existing Improvements, or any imputed cost or value of land or the existing leasehold interest.

The “**Required Cost Amount**” for the Renovation Work means \$14,300,000, as adjusted in accordance with the terms and provisions of this paragraph; provided, however, that the Required Cost Amount shall not be adjusted to an amount that is less than \$14,300,000. For purposes hereof, the term “**Required Cost Adjustment Date**” shall mean each of the four dates that constitute the last day of each month during which the Renovation Work is first twenty-five percent (25%) completed, fifty percent (50%) completed, seventy-five percent (75%) completed and one hundred percent (100%) completed, respectively. The initial Required Cost Amount of \$14,300,000 shall be increased as of the first Required Cost Adjustment Date by the same percentage increase in the Consumer Price Index during the period from (I) the month of July, 2007 until (II) the month of the first Required Cost Adjustment Date. Thereafter, on each subsequent Required Cost Adjustment Date, the Required Cost Amount shall be adjusted to an amount equal to the sum of (x) the Previous Adjusted Required Cost Amount, plus (y) the product of (A) the Previous Adjusted Required Cost Amount minus the total amount of Applicable

Renovation Costs incurred by Lessee as of the most recent preceding Required Cost Adjustment Date, multiplied by (B) the percentage increase (if any) in the Consumer Price Index during the period from the month of the most recent preceding Required Cost Adjustment Date to the month of the current Required Cost Adjustment Date. The “**Previous Adjusted Required Cost Amount**” for each respective Required Cost Adjustment Date means the revised Required Cost Amount as of the most recent preceding Required Cost Adjustment Date. The Required Cost Amount as revised as of the last Required Cost Adjustment Date, shall be the Required Cost Amount under this Section 5.1.

Lessee shall comply with all time deadlines and schedules set forth in this Article 5 relating to the completion of the design and construction of the Renovation Work (subject to any extension set forth in Section 5.6 for Force Majeure delay). Lessee’s failure to do so shall, if not cured within the applicable cure period set forth in Subsection 13.1.3, constitute an Event of Default. Except to the extent Lessee is prevented from so doing by Force Majeure delay as provided in Section 5.6, Lessee shall (1) cause the commencement of construction of the Renovation Work to occur on or before the date (the “**Required Construction Commencement Date**”) which is sixty (60) days following the Effective Date; (2) following commencement of construction of the Renovation Work diligently continue performance of the Renovation Work through completion of the Renovation Work in accordance with the construction schedule submitted to and approved by Director pursuant to Section 5.4.6 below; and (3) substantially complete the Renovation Work not later than the second (2nd) anniversary of the Effective Date (the “**Required Construction Completion Date**”). Notwithstanding any contrary provision of this Article 5 in no event shall the Required Construction Commencement Date or Required Construction Completion Date be extended for more than one (1) year for any Force Majeure delay.

Lessee acknowledges that the principal inducement to County to enter into this Lease, including the extension of the Term as provided herein, is the timely commencement, performance and completion by Lessee of the Renovation Work. In the event that Lessee fails to comply with its obligations under this Section 5.1 to commence and complete the Renovation Work by the Required Construction Commencement Date and Required Construction Completion Date, respectively (as such dates may be extended pursuant to Section 5.6, if applicable), then in addition to any other rights or remedies which County may have in connection with such failure (but subject to Section 12.12), at County’s election by written notice to Lessee, this Lease automatically shall be amended such that the terms and provisions of this Lease revert back to the terms and provisions of the Existing Lease (including, without limitation, the Existing Expiration Date), as modified (a) to reflect that the leased premises shall include only the Premises described in this Lease, and (b) to incorporate the terms and provisions of the “Non-Exercise Amendment” described in the Option Agreement (the “**Reversion Amendment**”). Notwithstanding the foregoing, if and as long as Lessee has commenced construction of the Renovation Work and is diligently prosecuting and continues to diligently prosecute such construction to completion, then the Lease shall not be amended by the Reversion Amendment unless and until such time as the delay in the completion of the Renovation Work exceeds the Required Construction Completion Date (as extended pursuant to Section 5.6, if applicable) by more than six (6) months.

During the period from the Required Construction Completion Date (as extended pursuant to Section 5.6, if applicable) until the earlier of (a) the date of the substantial completion

by Lessee of the Renovation Work; or (b) the date that the Reversion Amendment takes effect at County's election, County shall have the right to increase the Annual Minimum Rent payable by Lessee pursuant to Article 4 of this Lease to an amount equal to the total Annual Rent (i.e., Annual Minimum Rent and Percentage Rent) that would have been payable by Lessee during such period if Lessee had completed the Renovation Work by the Required Construction Completion Date (as extended pursuant to Section 5.6, if applicable). The increased Annual Minimum Rent payable by Lessee pursuant to the immediately preceding sentence shall be calculated by County based on the good faith projection by Director of the Gross Receipts that would have been generated at the Premises if the Renovation Work had been completed as required under this Lease. Notwithstanding any contrary provision of this Lease, the remedy set forth in this paragraph shall not be deferred, delayed or otherwise affected by any tolling of obligations or tolling of dates under this Section 5.1 pursuant to Subsection 12.3.6 below, or by any cure periods or other rights, restrictions or other remedies of any Encumbrance Holder, including without limitation, the terms and provisions of Article 12 of this Lease, or by any notice or cure rights under Section 13.1 of this Lease.

5.2 Application of Article 5 to Renovation Work. The remaining sections of this Article 5 after this Section 5.2 pertain to the construction of the Renovation Work and to any other Alterations (as defined below) which Lessee may be required or desire to make to the Premises during the Term, including without limitation, the Subsequent Renovation described in Section 5.11 below. For purposes of this Lease, "**Alterations**" shall mean the construction of any alterations or modifications to the Improvements located on the Premises or the construction of any new Improvements. The Renovation Work and Subsequent Renovation shall be considered to be Alterations. Accordingly, except as expressly provided in this Article 5, all of the terms and provisions of Article 5 of this Lease after this Section 5.2 that are applicable to Alterations shall also be applicable to the Renovation Work and Subsequent Renovation.

5.3 Plans and Specifications for Alterations. Lessee shall make no Alterations without the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior and as a condition precedent to the construction of any Alterations, Lessee shall submit to Director, for Director's approval, the plans, specifications and other materials described in this Section 5.3 pertaining to such Alterations (except to the extent such submittals and approvals have been previously completed with respect to the Renovation Work pursuant to the Option Agreement). All Alterations must be consistent with the Permitted Uses set forth in Article 3 of this Lease.

5.3.1 Schematics and Narrative. Lessee shall submit to Director six (6) sets of schematic plans together with a narrative description and construction cost estimate summary clearly delineating the nature, size, configuration and layout of the Alterations. Such plans shall, among other things, clearly delineate the architectural theme or motif of the Alterations and shall identify and illustrate all affected boundaries of the Premises and all affected rights-of-way or other areas reserved to County or third parties which are located thereon. After receipt of such plans, Director shall have sixty (60) days within which to approve or disapprove such submission in writing. Failure of Director to approve such submission in writing within said sixty (60) day period shall be deemed disapproval of said submission. Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. After

approval of schematic plans (or subsequent approval of preliminary plans or Final Plans and Specifications) by Director, if changes in such plans are required by conditions of approval of the Alterations imposed by the California Coastal Commission or other governmental agency with jurisdiction thereover, Lessee shall promptly advise Director in writing of such changes and Director shall not disapprove those changes that constitute Approved Governmental Changes.

5.3.2 Preliminary Plans and Specifications. As soon as reasonably practicable after Director's approval of the materials submitted pursuant to Subsection 5.3.1, Lessee shall submit to Director six (6) sets of preliminary plans, outline specifications and construction cost estimates for the Alterations. The preliminary plans, outline specifications and construction cost estimate shall conform to, expand upon and reflect a natural evolution from the descriptions and estimates set forth in the approved schematic plans and narrative. Any difference in the scope, size, configuration, arrangement or motif of the Improvements from those described in the approved schematics and narrative shall be separately identified and described. The preliminary plans shall be of a detail and scope that is typically associated with design development drawings. Director shall have twenty-one (21) days from receipt within which to approve or reasonably disapprove such submission, and Director may disapprove said preliminary plans only on the grounds that (i) they do not reflect a natural evolution from the approved schematic plans or that they materially differ from the approved schematic plans and narrative (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the schematic plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said preliminary plans within twenty one (21) days after Director's receipt thereof shall be deemed Director's approval thereof; provided, however, that in the event that the preliminary plans, outline specifications and construction cost estimates contain substantial changes from the approved schematics and narrative (other than Approved Governmental Changes), then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the preliminary plans, outline specifications and construction cost estimates, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

**"PURSUANT TO SUBSECTION 5.3.2 OF THE AMENDED AND
RESTATEED LEASE AGREEMENT, IF THESE MATERIALS
CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS
PREVIOUSLY SUBMITTED TO YOU (OTHER THAN APPROVED
GOVERNMENTAL CHANGES), YOU HAVE TWENTY ONE (21)
DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO
APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE
THESE MATERIALS IN WRITING WITHIN TWENTY-ONE (21)
DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL
CONSTITUTE YOUR APPROVAL OF THEM."**

Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission.

5.3.3 Final Plans and Specifications. As soon as reasonably practicable after Director's approval of the preliminary plans, outline specifications and construction cost estimates, Lessee shall submit for approval by Director six (6) complete sets of final plans, detailed specifications and a construction cost estimate for the Alterations, together with one (1) set of appropriate structural computations, identical to those requested or required by the County Director of Public Works incident to the issuance of building permits under the relevant provisions of the Los Angeles County Building Code. Lessee shall file duplicate copies of the final plans, detailed specifications and construction cost statement required by this Section with the County Director of Public Works, together with the necessary and appropriate applications for building permits. Any difference in the scope, size, configuration, arrangement or motif of the Alterations from those described in the approved preliminary plans and specifications shall be separately identified and described. Director shall have twenty one (21) days after receipt within which to approve or disapprove such submission, and Director may disapprove such submission only on the grounds that (i) they do not reflect a natural evolution from or that they materially differ from the approved preliminary plans, outline specifications and construction cost estimates (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the preliminary plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said final plans and related materials within twenty one (21) days after Director's receipt shall be deemed Director's approval thereof; provided, however, that in the event that the final plans, detailed specifications and construction cost estimate contain substantial changes from the approved preliminary plans and specifications (other than Approved Governmental Changes), then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the final plans, detailed specifications and construction cost estimate, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

**"PURSUANT TO SUBSECTION 5.3.3 OF THE AMENDED AND
RESTATEED LEASE AGREEMENT, IF THESE MATERIALS
CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS
PREVIOUSLY SUBMITTED TO YOU (OTHER THAN APPROVED
GOVERNMENTAL CHANGES), YOU HAVE TWENTY-ONE (21)
DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO
APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE
THESE MATERIALS IN WRITING WITHIN TWENTY ONE (21)
DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL
CONSTITUTE YOUR APPROVAL OF THEM."**

Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. Director's approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall be deemed reasonable to disapprove any submission not in substantial conformity with the approved preliminary plans and specifications (exclusive of any Approved Governmental Changes), or which contains new, different or additional specifications for the Improvements which were not expressly set forth in, and approved by Director as a part of, the preliminary plans

and which do not meet the requirements for the Improvements set forth in this Article 5. No material modification shall be made to the Alterations described in the approved final plans, specifications and costs (the “**Final Plans and Specifications**”) without the prior written approval of Director, which shall not be unreasonably withheld, conditioned or delayed.

5.4 Conditions Precedent to the Commencement of Construction. No Renovation Work, Subsequent Renovation or other Alterations shall be commenced until each and all of the following conditions have been satisfied:

5.4.1 Permits and Other Approvals. Lessee shall have received and furnished the Department with copies of all permits, licenses and other governmental approvals necessary for commencement of the Alterations.

5.4.2 Copies of Construction Contracts. Lessee shall have furnished County with copies of any contract(s) entered into between Lessee and any general contractor(s) employed for the purpose of constructing the Alterations.

5.4.3 Performance and Payment Bonds. Lessee shall, at its own cost and expense, have furnished County with the following separate corporate surety bonds (or with the substitute security set forth below) not less than ten (10) days prior to the commencement of construction, which bonds (or other security) must be in form and content reasonably satisfactory to County:

5.4.3.1 A corporate surety performance bond (“**Performance Bond**”) issued by a surety company licensed to transact business as such in the State of California, in an amount not less than one hundred percent (100%) of the amount of all hard construction costs approved by County in conjunction with the approved Alteration. The Performance Bond and its issuer shall be in all material respects reasonably satisfactory to County. It shall name Lessee as principal and said issuer as surety, and County as obligee (and which may include an Encumbrance Holder as an additional obligee), assuring full and satisfactory performance by Lessee of Lessee’s obligations herein to build, construct and otherwise complete the Improvements described in the approved final plans and specifications.

5.4.3.2 A corporate surety payment bond, issued by a surety company licensed to transact business as such in the State of California, with Lessee as principal, said company as surety and County as obligee (and which may include an Encumbrance Holder as an additional obligee), in a sum equal to one hundred percent (100%) of the total construction cost anticipated to be incurred in connection with the approved work, guaranteeing payment for all materials, provisions, supplies and equipment used in, upon, for or about the performance of said construction work or for labor done thereon of any kind whatsoever and protecting County from any and all liability, loss or damages arising out of or in connection with any failure to make such payment (the “**Payment Bond**”). The Payment Bond shall be in form and content reasonably satisfactory to County.

In the event that construction is performed by a licensed general contractor on behalf of Lessee, provided that such contractor provides County with a bond or bonds compliant with this Subsection, and in all material respects reasonably satisfactory to County and otherwise complying with this Subsection, County will accept such contractor's bonds in lieu of the Performance Bond and/or Payment Bond by Lessee required by this Subsection 5.4.3.

5.4.4 Alternative Security. In lieu of providing the Payment and Performance Bonds, Lessee may provide any of the following alternative security: (i) a completion guaranty, in form and substance reasonably acceptable to Director, made by an individual or entity with a sufficient net worth and liquidity, in the sole discretion of Director, to comply with the terms of such guaranty in view of the potential financial responsibility involved, (ii) a certificate of deposit, cash or United States governmental security, (iii) a letter of credit, or (iv) a set aside letter from Lessee's construction lender. The security described in clause (ii), (iii) and (iv) above shall be in an amount equal to one hundred percent (100%) of the construction contract price for hard costs, and shall permit County to draw thereon to complete the construction of the Improvements if same have not been completed by Lessee or if a material Event of Default has occurred under this Lease. In addition, Director also shall have the authority to accept in lieu of the Payment and Performance Bonds, so-called "Subguard" insurance in such amount, on such terms and issued by such carrier as approved by Director, in combination with such other security, such as a completion guaranty, as acceptable to Director. Any alternative security provided by Lessee pursuant to this subsection may name County and Lessee's construction lender as co-beneficiaries. A condition precedent to Lessee's right to provide the alternate security described in this Subsection 5.4.4 shall be delivery by Lessee to County of an opinion of counsel from a law firm and in a form acceptable to County to the effect that the construction work does not constitute a public work of improvement requiring the delivery of the bonds described in Subsection 5.4.3 above. Director shall have the authority, in his reasonable discretion, to modify, waive or reduce the amount of any bonds or alternate security required hereunder.

5.4.5 Evidence of Financing. Lessee shall have provided evidence reasonably satisfactory to County of its having sufficient financial resources, as reasonably determined by Director, to complete the Renovation Work or other Alterations, as applicable. Lessee shall furnish Director with copies of all final notes, guarantees, partnership, shareholder or limited liability company agreements, construction loan and/or permanent loan commitments, as applicable, evidence of equity, documents creating and/or perfecting security interests, and all documents and exhibits referred to in any of the foregoing, together with any and all recorded documents affecting an interest in the Premises.

5.4.6 Work Schedule. With respect to the Renovation Work, unless the construction schedule for the Renovation Work is submitted to and approved by Director prior to the Effective Date, Lessee shall submit to Director no later than thirty (30) days after the Effective Date a construction schedule for the performance of the Renovation Work. Director shall have the right to reasonably approve such construction schedule as being consistent and compatible with the Required Construction Commencement Date and Required Construction Completion Date set forth in Section 5.1 above; provided, however, that Director shall have no liability in connection with the approval of such construction schedule, nor shall Director's approval of such construction schedule in any manner relieve or otherwise affect Lessee's obligations under this Lease with

respect to the commencement and completion of the Renovation Work on or before the respective required dates for such commencement and completion set forth in Section 5.1 above.

5.5 County Cooperation. In its proprietary capacity, the Department shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the appropriate governmental approvals, consents, permits or variances which may be required in connection with the performance by Lessee of the Renovation Work and the Subsequent Renovation, as applicable. Such cooperative efforts may include the Department's joinder in any application for such approval, consent, permit or variance, where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Cost incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding the foregoing, Lessee and County acknowledge that the approvals given by County under this Lease are approvals pursuant to its authority under Sections 25536 and 25907 of the California Government Code; that approvals given under this Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of Improvements on the Premises and operation and other use of such Improvements on the Premises; and that the Department's duty to cooperate and County's approvals under this Lease do not in any way modify or limit the exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Lease.

5.6 Delays in Commencement and Completion of Renovation Work. Upon commencement of construction of the Renovation Work, Lessee shall thereafter diligently pursue the completion of such construction by the Required Construction Completion Date, subject to Force Majeure as set forth below. If Lessee is delayed in the commencement of construction or completion of the Renovation Work due to Force Majeure, then the Required Construction Commencement Date and the Required Construction Completion Date, if and to the extent that the event actually causes a delay in the commencement and completion of construction (as applicable) shall be extended by the period of the delay caused by such Force Majeure. Notwithstanding the foregoing, (a) any extension due to Force Majeure shall be limited to the period of the delay caused by the Force Majeure event and no such delay shall be considered to have commenced unless Lessee notifies Director in writing of the commencement of such delay within ten (10) business days after Lessee's discovery of the delay; (b) in no event shall the Required Construction Commencement Date be extended for more than an aggregate of one year due to Force Majeure; and (c) in no event shall the Required Construction Completion Date be extended beyond the third (3rd) anniversary of the Effective Date. Lessee and Director shall discuss and attempt to agree on the length of time of any entitled delay due to Force Majeure pursuant to this Section 5.6. If they are unable to agree within thirty (30) days after written notice from Lessee of the event or occurrence giving rise to Lessee's claim to an entitlement to a delay under this Section 5.6, the matter shall be arbitrated as set forth in Article 16.

In the case of the Renovation Work and the Subsequent Renovation, the definition of Force Majeure shall also include delays in the commencement and completion of the Renovation Work or Subsequent Renovation (as applicable) due to Unreasonable County Activity. For the purposes of this Lease, "**Unreasonable County Activity**" means any of the following that occurs after the Effective Date: (i) the Department's failure to provide required County joinder, if any, as fee title owner of the Premises, in Lessee's submittal to the applicable governmental agency of the

Final Plans and Specifications for the Renovation Work or Subsequent Renovation (as applicable) that are approved by the Department; or (ii) the Department's failure to take such other actions, at no cost or expense to County, in its proprietary capacity, that are reasonably requested by Lessee and which are necessary for Lessee to proceed with the permitting and approval process for the Renovation Work or Subsequent Renovation (as applicable), or the taking by the Department of actions in its proprietary capacity, without Lessee's consent, which are in conflict with Lessee's rights and obligations under this Lease and actually delay the receipt of any remaining permits or approvals for the Renovation Work or Subsequent Renovation (as applicable); or (iii) the Department's failure to comply with the time periods imposed upon the Department under Section 5.3 above, except in the case (if any) where a failure of the Department to notify Lessee of its approval or disapproval of a matter constitutes County's deemed approval of such matter, or constitutes County's deemed disapproval of such matter and County's disapproval of such matter is authorized under the circumstances. Nothing contained in Section 5.5 above, this Section 5.6 or any other provisions of this Lease shall be construed as obliging the Department or the County to support proposals, issue permits, or otherwise act in a manner inconsistent with County's actions under its regulatory powers. It shall not be Unreasonable County Activity if County fails to accelerate the County's customary regulatory permit or approval process. No action or inaction shall constitute Unreasonable County Activity unless and until all of the following procedures and requirements have been satisfied:

5.6.1 Within a reasonable time under the circumstances, Lessee must notify Director in writing of the specific conduct comprising the alleged Unreasonable County Activity, and the next opportunity, if any, for County to rectify such alleged conduct. If Lessee fails to notify Director in writing as specified in the immediately preceding sentence within five (5) days following Lessee's discovery of the alleged Unreasonable County Activity, then notwithstanding any contrary provision of this Section 5.6, in no event shall Lessee be entitled to any extension for any period of the delay under this Section 5.6 that occurred prior to the date of Lessee's notice described in this Subsection 5.6.1.

5.6.2 Within seven (7) days following receipt of the notice alleging Unreasonable County Activity, Director shall meet with Lessee or its authorized representative in order to determine whether Unreasonable County Activity has occurred and, if so, how such Unreasonable County Activity can be rectified and the duration of the delay caused by such Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred and that County can and will take rectifying action, then the amount of delay under this Section 5.6 for the Unreasonable County Activity shall equal the actual amount of delay directly caused by the Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred, but that County cannot take rectifying action (or if the proposed rectifying action will not produce the results desired by Lessee), then Lessee and Director shall establish the length of the delay likely to be caused by the Unreasonable County Activity.

5.6.3 If, within fourteen (14) days following receipt of Lessee's notice alleging Unreasonable County Activity, Director and Lessee have not agreed in writing as to whether delay due to Unreasonable County Activity has occurred or the length of

such delay, then the matter shall be referred to the Board of Supervisors of the County for such determination.

5.7 Manner of Construction.

5.7.1 General Construction Standards. All construction, alteration, modification or repairs permitted herein shall be accomplished by Lessee with due diligence. Lessee shall take all commercially reasonable steps to minimize any damage, disruption or inconvenience caused by such work and make adequate provisions for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the area upon which such work is performed to a condition which is at least equal to or better than the condition which existed before such work was commenced. Additionally, Lessee shall pay or cause to be paid all costs and expenses associated therewith and shall indemnify, defend and hold County harmless from and against all damages, costs, expenses, losses or claims arising out of or in connection with the performance of such work, except to the extent that such damages, costs, expenses, losses or claims are caused by County, its employees, contractors or agents. Dust, noise and other effects of such work shall be controlled using accepted measures customarily utilized in order to control materially adverse effects associated with construction projects in well populated and developed areas of Southern California.

5.7.2 Utility Work. Any work performed by or on behalf of Lessee or any occupant of the Premises to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gas line, telephone conduit, or any other utility service shall be performed in a manner that minimizes material interference with the provision of such services to the Premises and other persons.

5.7.3 Construction Safeguards. Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by or on behalf of Lessee, all necessary safeguards for the protection of workers and the public.

5.7.4 Compliance with Construction Documents and Laws; Issuance of Permits. All Improvements on the Premises shall be completed in substantial compliance with any construction documents approved by County and also in compliance with all Applicable Laws. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

5.7.5 Notice to Director; Damage to County Improvements. Lessee further agrees to keep Director apprised of the progress of the work to the end that Director may timely inspect the Premises to assure proper safeguarding of any County-owned improvements existing on or around the Premises, including but not limited to seawalls, underground conduits and utility lines. If any such County-owned improvement is damaged in connection with said construction activity, Lessee agrees to repair such damage immediately at no cost or expense to County or, in the event that Lessee fails to effectuate such repair within five (5) business days after written notice from County (or such longer period as may be reasonably required to complete such repair so long as Lessee commences such repair within five (5) business days and thereafter diligently prosecutes same to completion), County may enter upon the Premises to make such repairs, the

Actual Cost of which shall be paid by Lessee within two (2) business days after demand by County. In the case of damage to a County-owned improvement that does not involve risk of personal injury, risk of damage to other improvements, risk of curtailment or diminishment of service or access, or any other emergency situation, the references to “five (5) business days” in this Subsection 5.7.5 shall be changed to “thirty (30) days.”

5.7.6 Rights of Access. Representatives of the Department shall, upon reasonable notice and at reasonable times during normal business hours, have the right of reasonable access to the Premises and the Improvements thereon without charges or fees, but at no cost or expense to Lessee, for the purpose of ascertaining compliance with the terms and conditions of this Lease, including but not limited to the inspection of the construction work being performed. Such access shall be reasonably calculated to minimize interference with Lessee’s construction and/or operations, and County shall comply with industry safety standards in connection with any such access. Lessee shall have the right to have a representative present to accompany the representatives of the Department in connection with such access. In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage, County shall have the right to enter the Premises immediately and without notice to or accompaniment by Lessee.

5.7.7 Notice of Completion; As-Built Drawings. Upon completion of the Renovation Work or any other Alterations, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (the “**Notice of Completion**”) with respect to the Improvements and Lessee shall deliver to County, at no cost to County, two (2) sets of Conoflex or Mylar final as-built plans and specifications of the Improvements (or such portions thereof as affected by the work and as to which plans would customarily be prepared (e.g., excluding those components of interior renovations as to which plans are not applicable)).

5.7.8 Final Completion Certificate. Promptly after completion of the Renovation Work or the Subsequent Renovation, upon Lessee’s request, County shall execute and deliver to Lessee a final completion certificate (the “**Final Completion Certificate**”) as to the work which is the subject thereof, which shall conclusively evidence the completion of such work by Lessee in accordance with the terms of this Lease.

5.8 Use of Plans. Contracts between Lessee and any architect, design professional or licensed contractor in connection with Alterations shall provide, in form and content reasonably satisfactory to County, for the assignment thereof to County (and Lessee’s Encumbrance Holder(s) if required by Lessee’s Encumbrance Holder(s)) as security to County for Lessee’s performance hereunder, and County shall be furnished with a copy of any such contract, together with the further agreement of the parties thereto, that if this Lease is terminated by County due to Lessee’s default, County (or if County enters into a new lease with Lessee’s Encumbrance Holder pursuant to Article 12, then Lessee’s Encumbrance Holder) may, at its election, use any plans and specifications created by such architect, design professional or contractor in connection with the contract for such Alterations, upon the payment of any sums due to any party thereto. County’s right to elect to use plans and specifications as described above shall not include the unauthorized right to use any trade marks, trade names or logos of Lessee or any such architect, design professional or contractor. The assignment to County and Lessee’s Encumbrance Holder(s) described in this Section 5.8 shall be effective until the Final Completion Certificate for the

subject work is issued, and shall be subordinate to the security interest, if any, of Lessee's construction lender in the assigned contract, which subordination shall be in a form reasonably acceptable to Lessee's construction lender.

5.9 Where Director Approval Not Required. Notwithstanding the foregoing, and notwithstanding anything to the contrary in this Article 5, Lessee shall not be required to seek or obtain the approvals of Director described in this Article 5 (including those set forth in Section 5.3) for Alterations where all of the following conditions are satisfied: (i) the total cost of the project is less than One Hundred Thousand Dollars (\$100,000), adjusted annually to reflect the increase or decrease in the ENR Index from and after the Effective Date (provided, however, that in no event shall such adjustment result in a reduction of the threshold for Director approval to less than One Hundred Thousand Dollars (\$100,000)); (ii) none of the proposed construction activity is structural in nature; and (iii) none of the proposed construction, additions, modifications or changes materially affect or are visible from the exterior of the Premises; provided, however, that whenever Lessee makes or constructs or permits any improvements in or to the Premises, Lessee shall (a) give written notice thereof (including a description of the work to be done and the permits obtained for such work), and (b) furnish a copy of "as-built" plans upon completion of such work to County.

5.10 Protection of County. Nothing in this Lease shall be construed as constituting the consent of County, express or implied, to the performance of any labor or the furnishing of any materials or any specific Improvements, alterations or repairs to the Premises of any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against the Premises or County.

5.10.1 Posting Notices. County shall have the right at all reasonable times and places to post and, as appropriate, keep posted, on the Premises any notices which County may deem necessary for the protection of County, the Premises and the Improvements thereon from mechanics' liens or other claims. Lessee shall give County at least ten (10) business days prior written notice of the commencement of any work to be done on the Premises, in order to enable County timely to post such notices.

5.10.2 Prompt Payment. Lessee shall make, or cause to be made, prompt payment (subject to reasonable dispute) of all monies due and owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its contractors or subcontractors in connection with the Premises and the Improvements thereon. Lessee shall have the right to contest any such amount; provided, however, the entire expense of any such contest (including interest and penalties which may accrue) shall be the responsibility of Lessee.

5.10.3 Liens; Indemnity. Subject to Lessee's rights to contest the same prior to payment, Lessee shall keep the Premises and any Improvements thereon free and clear of all mechanics' liens and other liens arising out of or in connection with work done for Lessee and/or any parties claiming through Lessee. Lessee agrees to and shall indemnify, defend and hold County harmless from and against any claim, liability, loss, damages, costs, expenses, attorneys' fees incurred in defending and all other expenses on account of claims of lien(s) of laborers or

materialmen or others for work performed or materials or supplies furnished to Lessee or persons claiming under it.

In the event any lien is recorded, Lessee shall, within twenty (20) days after demand, furnish any one of the following, as determined by Lessee: (i) the bond described in California Civil Code Section 3143, or successor statute, which results in the removal of such lien from the Premises, (ii) a Set Aside Letter from Lessee's construction lender, in form and substance reasonably satisfactory to County, setting aside sufficient funds from Lessee's construction loan for the satisfaction of such lien, or (iii) a title insurance policy or endorsement insuring County against any loss or liability arising out of such lien, together with any other evidence requested by County to evidence that such claim will be paid, removed or discharged as a claim against the Premises and/or County.

5.11 Subsequent Renovation. In addition to the Renovation Work to be performed by Lessee pursuant to Section 5.1, Lessee shall be required to complete an additional renovation of the Improvements during the remaining Term of the Lease in accordance with the terms and provisions of this Section 5.11 (the "**Subsequent Renovation**"). The construction of the Subsequent Renovation shall be commenced by Lessee by such date as will reasonably permit the completion of the Subsequent Renovation by not later than February 28, 2038; provided, however that Lessee shall not commence the Subsequent Renovation prior to March 1, 2035. Lessee shall substantially complete the Subsequent Renovation by not later than February 28, 2038. The Subsequent Renovation shall consist of such renovation and construction work as necessary to revitalize and upgrade the exterior, the common areas (both exterior and interior) and the landscaping of the Improvements to a condition and appearance at least equal to that of other hotel projects then recently constructed or renovated (or then currently being constructed or renovated) in Marina del Rey or the west side of Los Angeles that satisfy the Required Hotel Standard. In addition to the above-required renovation and construction work, the Subsequent Renovation shall also include the revitalization and upgrade of the quality, furnishings and décor of the interiors of the individual Hotel rooms to the extent that the quality, furnishings and décor of the interiors of the individual Hotel rooms are not at least commensurate with the then-current quality, furnishings and décor of the interior of individual Hotel rooms of other typical hotels that then satisfy the Required Hotel Standard.

Prior to the commencement of construction of the Subsequent Renovation, Lessee shall submit to Director a renovation plan for the Subsequent Renovation (the "**Subsequent Renovation Plan**"), which renovation plan shall (a) describe the proposed renovation work in such detail as reasonably requested by Director, (b) include a design, governmental approval and construction schedule for the work described therein, (c) include a budget for all work costs, and (d) address such other matters as Director reasonably requests. The Subsequent Renovation Plan shall be submitted by Lessee to County not later than such date as, taking into consideration the approval periods described in this Section 5.11 and Section 5.3 above, and the estimated time required to obtain all necessary governmental approvals and permits, will reasonably be expected to permit the completion by Lessee of the Subsequent Renovation by the date required under this Section 5.11. Director shall have sixty (60) days after receipt of the Subsequent Renovation Plan within which to reasonably approve or disapprove the Subsequent Renovation Plan, or to approve the Subsequent Renovation Plan subject to conditions imposed by Director in Director's reasonable judgment. Failure of Director to notify Lessee in writing of Director's approval or

disapproval of the Subsequent Renovation Plan shall be deemed Director's disapproval of the Subsequent Renovation Plan. Upon Director's approval of the Subsequent Renovation Plan, Lessee shall proceed to satisfy all conditions in this Article 5 to the commencement of the Subsequent Renovation and to commence and complete the Subsequent Renovation in accordance with the Subsequent Renovation Plan and the terms and conditions of this Article 5. Director's approval of the actual plans and specifications for the Subsequent Renovation shall proceed in accordance with the protocol for plan submission and approval set forth in Section 5.3 of this Lease, except that the schematic plan submittal requirements set forth in Subsection 5.3.1 shall not be applicable to the extent that the Subsequent Renovation Plan approved by Director satisfies the requirements of such Subsection 5.3.1.

Lessee's failure to comply with the schedule approved by Director as part of Subsequent Renovation Plan and/or to meet the construction commencement and completion deadlines pertaining to the Subsequent Renovation set forth in this Section 5.11 (except to the extent due to Force Majeure delay as set forth in Section 5.6) shall, if not cured within the cure period set forth in Subsection 13.1.3, constitute an Event of Default. Any dispute as to whether Director has failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan shall be submitted to arbitration pursuant to Article 16 of this Lease. If the arbitrator determines that Director failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan and as a result thereof Lessee is delayed in the completion of the Subsequent Renovation by the required completion date set forth in the first paragraph of this Section 5.11, then the required dates for the commencement and completion of such Subsequent Renovation shall be extended by the duration of the delay caused by Director's failure to reasonably approve the Subsequent Renovation Plan, provided that the required dates for the commencement and completion of the Subsequent Renovation shall not be extended beyond the dates reasonably required for the commencement and completion by Lessee of the Subsequent Renovation.

5.12 Subsequent Renovation Fund. Commencing with the month following the month during which the tenth (10th) anniversary of the Effective Date occurs, and continuing until the completion of the Subsequent Renovation, Lessee shall establish and maintain a reserve fund (the "**Subsequent Renovation Fund**") in accordance with the provisions of this Section 5.12 for the purpose of funding the cost of the Subsequent Renovation; provided, however, that Lessee's obligation to perform the Subsequent Renovation shall not be limited to the funds available in the Subsequent Renovation Fund. The Subsequent Renovation Fund shall be held in an account established with a reputable financial institution reasonably acceptable to Director (which shall include Lessee's Encumbrance Holder) into which deposits shall be made by Lessee pursuant to this Section 5.12. On or before the fifteenth (15th) day of each month during the period during which the Subsequent Renovation Fund is required to be maintained by Lessee hereunder, Lessee shall make a monthly deposit to the Subsequent Renovation Fund in an amount equal to two percent (2%) of total Gross Receipts for the previous month. All interest and earnings on the Subsequent Renovation Fund shall be added to the Subsequent Renovation Fund, but shall not be treated as a credit against the Subsequent Renovation Fund deposits required to be made by Lessee pursuant to this Section 5.12. In lieu of monthly deposits to the Subsequent Renovation Fund, Lessee and Director may mutually agree upon substitute arrangements satisfactory to Director for the establishment of an adequate security source for the performance of the Subsequent Renovation, such as a bonding mechanism or a letter of credit.

Disbursements shall be made from the Subsequent Renovation Fund only for costs for the design, permitting, entitlements and construction of the Subsequent Renovation which have been reasonably approved by Director; provided, however, if funds remain in the Subsequent Renovation Fund after the Subsequent Renovation has been completed and all costs for the Subsequent Renovation paid in full, then any such excess funds shall be released promptly to Lessee. Prior to the disbursement of any amounts from the Subsequent Renovation Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the Subsequent Renovation Fund. Director shall have no obligation to approve the disbursement of amounts from the Subsequent Renovation Fund unless and until Director has approved Lessee's Subsequent Renovation Plan and Lessee has furnished to Director evidence reasonably satisfactory to Director that Lessee has sufficient financial resources (taking into consideration the Subsequent Renovation Fund) to pay for all costs of such Subsequent Renovation.

5.13 Capital Improvement Fund. Commencing with the month following the month during which the earlier of the CO Date or the Required Construction Completion Date occurs, and continuing during the remaining Term of the Lease, Lessee shall establish and maintain a reserve fund (the "**Capital Improvement Fund**") in accordance with the provisions of this Section 5.13 for the cost of Permitted Capital Expenditures (as defined below) for the Premises. On or before the fifteenth (15th) day of each month during the period described in the immediately preceding sentence, Lessee shall make a monthly deposit to the Capital Improvement Fund in an amount equal to the sum of two percent (2%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements. All interest and earnings on the funds in the Capital Improvement Fund shall be added to the Capital Improvement Fund, but shall not be treated as a credit against the Capital Improvement Fund deposits required to be made by Lessee pursuant to this Section 5.13.

Lessee and County agree and acknowledge that the purpose of the Capital Improvement Fund shall be to provide funds for the costs of additions, replacements, renovations or significant upgrades of or to the Improvements on the Premises, including building exteriors and major building systems (such as HVAC, mechanical, electrical, plumbing, vertical transportation, security, communications, structural or roof) that significantly increase the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems, after the completion of the Renovation Work ("**Permitted Capital Expenditures**"). Notwithstanding any contrary provision of this Lease, the Capital Improvement Fund shall not be used to fund any portion of the cost of the Renovation Work or the Subsequent Renovation. In addition, the Capital Improvement Fund shall not be used for building additions, new project amenities (e.g., barbecues or fitness equipment) or new common area furniture. Permitted Capital Expenditures shall not include the cost of periodic, recurring or ordinary expenditures, repairs or replacements that keep the Improvements or their major systems in a good, operating condition, but that do not significantly add to their value or appreciably prolong their useful life. Permitted Capital Expenditures must constitute capital replacements, improvements or equipment under generally accepted accounting principles consistently applied. Furthermore, Permitted Capital Expenditures shall not include costs for any necessary repairs to remedy any broken or damaged Improvements, all of which costs shall be separately funded by Lessee. By way of example, set forth on Exhibit D attached to this Lease are examples of categories of Permitted Capital Expenditures that qualify as proper costs to be funded from the Capital Improvement Fund. All specific purposes and costs

for which Lessee desires to utilize amounts from the Capital Improvement Fund shall be subject to Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

The Capital Improvement Fund shall be held in an account established with a reputable financial institution (including Lessee's Encumbrance Holder) reasonably acceptable to Director into which deposits shall be made by Lessee (and/or into which Lessee's Encumbrance Holder shall provide funds) pursuant to this Section 5.13. The amounts to be added to the Capital Improvement Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder, provided that the Encumbrance Holder acknowledges that such amounts are subject to, and administered in accordance with, the requirements of this Section 5.13.

No disbursements shall be made from the Capital Improvement Fund until after the fifth (5th) anniversary of the CO Date. In addition, no disbursements shall be made from the Capital Improvement Fund after the fifth (5th) anniversary of the CO Date to cure deficiencies arising from the failure of Lessee to maintain and repair the Improvements in accordance with the requirements of this Lease during such five (5) year period. Disbursements shall be made from the Capital Improvement Fund for costs reasonably approved by Director which have been incurred after the fifth (5th) anniversary of the CO Date and that satisfy the requirements of this Section 5.13. Capital Improvement Funds shall be used only after all other sources such as warranty proceeds and product insurance funds are exhausted (or determined to be unavailable). For the purpose of obtaining Director's prior approval of any Capital Improvement Fund disbursements, Lessee shall submit to Director on an annual calendar year basis a capital expenditure plan for the upcoming year that details the amount and purpose of anticipated Capital Improvement Fund expenditures for which Lessee requests Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any anticipated expenditure set forth in such capital expenditure plan which is approved by Director as an acceptable Capital Improvement Fund disbursement shall be considered pre-approved by Director (but only up to the amount of such expenditure set forth in the annual capital expenditure plan) for the duration of the upcoming year. Lessee shall have the right during the course of each year to submit to Director for Director's approval revisions to the then-current capital expenditure plan in effect for such year, or individual expenditures not noted on the previously submitted capital expenditure plan. Prior to the disbursement of any amounts from the Capital Improvement Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the Capital Improvement Fund.

All amounts then existing in the Capital Improvement Fund shall be expended for Permitted Capital Expenditures not later than ten (10) years prior to the expiration of the Term of the Lease. Capital Improvement Fund deposits made after such date shall continue to be used for Permitted Capital Expenditure purposes under this Section 5.13; provided, however, if County elects to require Lessee to remove the Improvements at the end of the Term and requires Lessee to provide security to secure its obligation to perform such removal obligations in accordance with Subsection 2.3.2 of this Lease, then Lessee shall have the right to contribute the deposits thereafter required to be made by Lessee under this Section 5.13 towards Lessee's obligations to fund the security requirements in Subsection 2.3.2, but only if and to the extent that there are sufficient funds made available in the Capital Improvement Fund for any needed Permitted Capital Expenditures, as determined by Director in Director's reasonable discretion.

5.14 FF&E Fund. Commencing with the month following the month during which the earlier of the CO Date or the third (3rd) anniversary of the Effective Date occurs, and continuing during the remaining Term of the Lease, Lessee shall establish and maintain a reserve fund (the “**FF&E Fund**”) in accordance with the provisions of this Section 5.14 to fund the cost of the purchase and installment of replacements, additions or upgrades of or to the furniture, fixtures and equipment used in the Improvements throughout the Term. The FF&E Fund shall not be used for (a) maintenance or repair purposes, (b) the cost of the Renovation Work or the initial furniture, fixtures and equipment to be installed in the Improvements in connection with the Renovation Work, (c) the cost of the Subsequent Renovation, or (d) the cost of Permitted Capital Expenditures to be funded by the Capital Improvement Fund. All specific purposes and costs for which Lessee desires to utilize amounts from the FF&E Fund shall be subject to Director’s approval, which approval shall not be unreasonably withheld.

The FF&E Fund shall be held in an account established with a reputable financial institution (including Lessee’s Encumbrance Holder) acceptable to Director into which deposits shall be made by Lessee (and/or into which Lessee’s Encumbrance Holder shall provide funds) pursuant to this Section 5.14. The amounts to be added to the FF&E Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder for the purposes described in this Section 5.14, provided that the Encumbrance Holder acknowledges that such amounts are subject to the requirements and shall be made available only for the purposes of this Section 5.14.

On or before the fifteenth (15th) day of each month during the period during which the FF&E Fund deposits are required to be made pursuant to the first paragraph of this Section 5.14, Lessee shall make a monthly deposit to the FF&E Fund in the following amounts:

(a) during the first (1st) year of the required deposits, one percent (1%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements;

(b) during the second (2nd) year of the required deposits, two percent (2%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements; and

(c) during the third (3rd) and each subsequent year of the required deposits, three percent (3%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements.

If deposits are required to be made based on Gross Receipts for periods prior to the CO Date, then until the CO Date occurs the monthly deposits to the FF&E Fund shall not be based on actual Gross Receipts, but instead shall be based on the Tenant’s projected Gross Receipts (as reasonably approved by Director) for the same period following the CO Date as if the CO Date had occurred as required under this Lease. All interest and earnings on the FF&E Fund shall be added to the FF&E Fund, but shall not be treated as a credit against the FF&E Fund deposits required to be made by Lessee pursuant to this Section 5.14.

Disbursements shall be made from the FF&E Fund only for costs which have been approved by Director and which satisfy the requirements of this Section 5.14. For the purpose of obtaining Director's prior approval of any FF&E Fund disbursements, Lessee shall submit to Director on an annual calendar year basis a furniture, fixtures and equipment expenditure plan for the upcoming year which details the amount and purpose of anticipated FF&E Fund expenditures for which Lessee requests Director's approval, which approval shall not be unreasonably withheld. Any anticipated expenditure set forth in such furniture, fixtures and equipment expenditure plan which is approved by Director as an acceptable FF&E Fund disbursement shall be considered pre-approved by Director (but only up to the amount of such expenditure set forth in the annual furniture, fixtures and equipment expenditure plan) for the duration of the upcoming year. Lessee shall have the right during the course of each year to submit to Director for Director's approval revisions to the then current furniture, fixtures and equipment expenditure plan in effect for such year, or individual expenditures not noted on the previously submitted furniture, fixtures and equipment expenditure plan. Prior to the disbursement of any amounts from the FF&E Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the FF&E Fund.

Amounts in the FF&E Fund shall be expended periodically as necessary for Lessee to comply with the standard of operation for the Premises applicable under this Lease. If County elects to require Lessee to remove the Improvements at the end of the Term and requires Lessee to provide a Removal Security Fund to secure its obligation to perform such removal obligations in accordance with Subsection 2.3.2 of this Lease, then Lessee shall have the right to contribute to the Removal Security Fund any amounts in the FF&E Fund that are not (and will not be) required for the purposes of this Section 5.14, as determined by Director in Director's reasonable judgment. If County does not require the removal of the Improvements, and at the end of the Term there are amounts remaining in the FF&E Fund that in Director's reasonable judgment were not required for the purposes of this Section 5.14, then Lessee shall be entitled to the return of such funds.

6. CONDEMNATION.

6.1 Definitions.

6.1.1 Condemnation. "**Condemnation**" means (1) the exercise by any governmental entity of the power of eminent domain, whether by legal proceedings or otherwise, and (2) a voluntary sale or transfer to any Condemnor (as hereafter defined), either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.2 Date of Taking. "**Date of Taking**" means the earliest of (a) the date that the Condemnor has the right of occupancy pursuant to an order for possession issued by a court asserting jurisdiction over the Premises; (b) the date that the final order of Condemnation is issued in the event of a transfer by power of eminent domain; or (c) title is transferred to any Condemnor through voluntary sale or transfer, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.3 Award. “**Award**” means all compensation, sums or anything of value awarded, paid or received from a total or partial Condemnation.

6.1.4 Condemnor. “**Condemnor**” means any public or quasi-public authority, or private corporation or individual, having the power of eminent domain.

6.2 Parties’ Rights and Obligations to be Governed by Lease. If, during the Term of this Lease, there is any Condemnation of all or any part of the Premises, any Improvements on the Premises or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 6.

6.3 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

6.4 Effect of Partial Taking. If a portion of the Premises or the Improvements thereon are taken by Condemnation, this Lease shall remain in effect, except that Lessee may elect to terminate this Lease if the remaining portion of the Premises are rendered unsuitable (as defined herein) for Lessee’s continued use for the purposes contemplated by this Lease. The remaining portion of the Premises shall be deemed unsuitable for Lessee’s continued use if, following a reasonable amount of reconstruction, Lessee’s business on the Premises could not be operated at a commercially reasonable economic level taking into consideration the amount of funds, if any, in excess of the Award, necessary to continue such operation. Lessee must exercise its right to terminate by giving County written notice of its election within ninety (90) days after the Date of Taking. Such notice shall also specify the date of termination, which shall not be prior to the Date of Taking. Failure to properly exercise the election provided for in this Section 6.4 will result in this Lease’s continuing in full force and effect, except that Annual Minimum Rent shall be abated pursuant to Section 6.5, below.

In the event that Lessee does not elect to terminate this Lease as provided above, then Lessee, whether or not the Awards or payments, if any, on account of such Condemnation shall be sufficient for the purpose, shall, at its sole cost and expense, within a reasonable period of time, commence and complete restoration of the remainder of the Premises as nearly as possible to its value, condition and character immediately prior to such Condemnation, taking into account, however, any necessary reduction in size or other change resulting from the Condemnation; provided, however, that in case of a Condemnation for temporary use, Lessee shall not be required to effect restoration until such Condemnation is terminated.

6.5 Effect of Partial Taking on Rent. If any portion of the Premises is taken by Condemnation and this Lease remains in full force and effect as to the portion of the Premises not so taken (a “**Partial Taking**”), the Annual Minimum Rent shall be reduced as of the date of the Partial Taking to an amount equal to the Annual Minimum Rent multiplied by the ratio of the fair market value of the portion of the Premises not so taken to the fair market value of the entire Premises immediately prior to the Partial Taking, but without regard to any diminution in value resulting from the imminent taking. Upon the next Adjustment Date, as described in Subsection 4.3 above, if any, for the purposes of adjusting the Annual Minimum Rent, all Annual Rent paid by Lessee to County prior to the Date of Taking shall be adjusted, for the purposes of this calculation only, to the proportion that the fair market value of the portion of the Premises which

remains after the Partial Taking bears to the fair market value of the entire Premises immediately prior to the Partial Taking. If the parties cannot agree upon the appropriate Annual Minimum Rent, the matter shall be settled through arbitration in the manner set forth in Article 16 hereof. Any determinations of fair market value made pursuant to this Section 6.5 in connection with any arbitration proceeding shall be predicated upon the "income approach" or "income capitalization approach" to property valuation, as defined in The Dictionary of Real Estate Appraisal and/or The Appraisal of Real Estate, published by the Appraisal Institute or any successor organization (the "**Income Approach**"). All other obligations of Lessee under this Lease, including but not limited to the obligation to pay Percentage Rent, shall remain in full force and effect.

6.6 Waiver of Code of Civil Procedure Section 1265.130. Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a Partial Taking of the Premises.

6.7 Payment of Award. Awards and other payments on account of a Condemnation, less costs, fees and expenses incurred in the collection thereof ("**Net Awards and Payments**"), shall be applied as follows:

6.7.1 Partial Taking Without Termination. Net Awards and Payments received on account of a Condemnation, other than a total Condemnation or a Partial Taking which results in termination hereof or a taking for temporary use, shall be held by County and shall be paid out to Lessee or Lessee's designee(s), in monthly installments equal to the sum set forth in Lessee's written request for payment submitted to County together with supporting invoices and documentation demonstrating that the requested sums are for payments to contractors, consultants, architects, engineers, counsel, or materialmen engaged in the restoration of the Premises and any Improvements. Such requested sums shall be paid by County to Lessee or its designee(s) within thirty (30) days after County has received such request in writing reasonably supported by accompanying invoices and documentation. In the event that County disputes any sum requested by Lessee pursuant to the preceding sentence, County shall promptly pay the undisputed portion and provide Lessee with a written notice detailing the reasons for County's dispute. Thereafter, Director and Lessee shall promptly meet and negotiate in good faith to resolve any dispute; provided, however, that any dispute not resolved within thirty (30) days after Lessee has received notice from County of its dispute shall be submitted to arbitration pursuant to Article 16. The balance, if any, shall be divided between County and Lessee pro rata, as nearly as practicable, based upon (1) the then value of County's interest in the Premises (including its interest hereunder) and (2) the then value of Lessee's interest in the remainder of the Term of this Lease including bonus value (for such purposes, the Term of this Lease shall not be deemed to have terminated even if Lessee so elects under Section 6.4). Any determinations of fair market value made pursuant to this Section 6.7 shall be predicated upon the Income Approach. Notwithstanding the foregoing, if County is the condemning authority and the Condemnation pertains only to Lessee's interest, then Lessee shall be entitled to the entire amount of the Net Awards and Payments.

In case of a Condemnation described in this Subsection 6.7.1, Lessee shall furnish to County evidence satisfactory to County of the total cost of the restoration required by Section 6.4.

6.7.2 Taking For Temporary Use. Net Awards and Payments received on account of a taking for temporary use shall be paid to Lessee; provided, however, that if any portion of any such award or payment is paid by the Condemnor by reason of any damage to or destruction of the Improvements, such portion shall be held and applied as provided in the first sentence of Section 6.7.1, above.

6.7.3 Total Condemnation and Partial Taking with Termination. Net Awards and Payments received on account of a total Condemnation or a Partial Taking which results in the termination of this Lease shall be allocated in the following order:

First: There shall be paid to County an amount equal to the greater of (a) the sum of (1) the present value of all Annual Rent and other sums which would become due through the expiration of the Term if it were not for the taking less, in the event of a Partial Taking, an amount equal to the present value of the fair rental value of the portion of the Premises (with the Improvements thereon) not subject to the Partial Taking, from the date of the Partial Taking through the expiration of the Term and (2) the present value of the portion of the Premises (with the Improvements thereon) subject to the taking from and after the expiration of the Term or (b) in the event of a Partial Taking, the present value of the fair market rental value of the portion of the Premises (with the Improvements thereon) subject to the Partial Taking, from and after the expiration of the Term.

Second: There shall be paid to any Encumbrance Holder an amount equal to the sum of any unpaid principal amount of any Encumbrance secured by the Premises plus costs, expenses, and other sums due pursuant the loan documents, if any, and any interest accrued thereon, all as of the date on which such payment is made; and then

Third: There shall be paid to Lessee an amount equal to the value of Lessee's interest in the remainder of the Term of this Lease, including the value of the ownership interest in and use of the Improvements constructed on the Premises, determined as of the date of such taking, less payments made under paragraph Second above. For such purposes, the Term of this Lease shall not be deemed to have terminated even if Lessee so elects under Section 6.4.

Fourth: The balance shall be paid to County.

If County is the condemning authority in connection with a total Condemnation or a Partial Taking that results in the termination of the Lease, and such total Condemnation or Partial Taking pertains to only Lessee's interest, then Lessee shall be entitled to the entire amount of any Net Awards and Payments.

In the event of a total Condemnation or a Partial Taking that results in the termination of this Lease, County shall promptly pay or authorize the payment of, as applicable, to Lessee all sums held by County or third parties as the Capital Improvement Fund, the Subsequent Renovation Fund, the Security Deposit, and, upon completion by

Lessee of its obligations under Section 2.3 of this Lease with respect to any portion of the Premises not taken in the Condemnation, the remaining Demolition Security.

6.7.4 Disputes. Any dispute under Article 6 concerning the fair market value of the Premises or any portion thereof, computation of present value or the determination of the amount of Annual Minimum Rent or Percentage Rent or other sums which would have become due over the Term of this Lease which are not resolved by the parties, shall be submitted to arbitration pursuant to Article 16 of this Lease. Such valuations, computations and determinations of value shall be made utilizing the Income Approach.

7. SECURITY DEPOSIT.

7.1 Amount and Use. Lessee shall deliver to and maintain with County a security deposit (the "**Security Deposit**") in an amount equal to the sum of three (3) times the Monthly Minimum Rent in effect from time to time during the Term (i.e., adjusted to reflect any change in the Monthly Minimum Rent during the Term of this Lease). If as of a particular date for adjustment to the amount of the Security Deposit as provided above, Lessee has not at any time during the immediately preceding three (3) year period committed an Event of Default under this Lease, then effective as of such adjustment and continuing until the earlier of the occurrence of an Event of Default or the next date for adjustment of the amount of the Security Deposit as provided above, the amount of the Security Deposit required to be maintained by Tenant shall be reduced to two (2) times the Monthly Minimum Rent placed into effect as of such Security Deposit adjustment date.

The Security Deposit shall secure Lessee's obligations pursuant to this Lease, and may be drawn on by County, in whole or in part, to cover (a) delinquent rent not paid by Lessee within any applicable notice and cure period, and (b) any other Events of Default of Lessee under this Lease. The Security Deposit shall be applied at the discretion of County. Lessee shall have the right to maintain the Security Deposit in form of cash or in the form of a certificate of deposit, letter of credit or other approved investment instrument acceptable to County with respect to form, content and issuer. As long as no Event of Default by Lessee exists under the Lease, Lessee shall be entitled to any interest or other earnings which are actually earned on any unapplied portions of the Security Deposit delivered to County in the form of a certificate of deposit or other approved investment instrument (as opposed to cash, on which Lessee shall not be entitled to interest). Provided that no Event of Default then exists under the Lease, at the end of each Lease Year Lessee shall be entitled to a credit for all unexpended interest accruing to Lessee's benefit with respect to the Security Deposit during such Lease Year pursuant to the immediately preceding sentence. Notwithstanding any contrary provision hereof, County shall have the right at any time to apply any accrued but uncredited interest (which accrued during non-Event of Default periods) against delinquent rents and other amounts owed by Lessee under the Lease.

7.2 Replacement. In the event that some or all of the Security Deposit is drawn against by County and applied against any delinquent rent not paid by Lessee within any applicable notice or cure period, or against other Events of Default of Lessee hereunder, Lessee shall, within ten (10) days after receipt of written notice of the amount so applied and the reasons for such application, deposit sufficient additional funds with County, or cause the issuer of any letter of credit to reinstate the letter of credit to its full face amount, so that at all times that this Lease is in

effect (other than between the date of the application of funds by County and the expiration of said ten (10) day period), the full amount of the Security Deposit shall be available to County. Failure to maintain and replenish the Security Deposit, if not cured within the time period set forth in Subsection 13.1.2, shall constitute an Event of Default hereunder.

7.3 Renewal. Any letter of credit procured by Lessee and delivered to County shall provide for notice to County by the issuer thereof no less than sixty (60) days prior to the expiration of the term of such letter of credit in the event that the issuer thereof is not irrevocably committed to renew the term of such letter of credit. In the event that, thirty (30) days prior to the expiration of such letter of credit, Lessee has not provided County with satisfactory evidence of its renewal or replacement, or has not provided County with adequate replacement security, County may draw down upon the letter of credit and hold the funds as security for Lessee's obligations as set forth in this Lease and may apply the funds to cover delinquent rent not paid by Lessee within any applicable notice and cure period and/or any other Event of Default of Lessee under this Lease.

8. INDEMNITY.

Except to the extent caused by the gross negligence or willful misconduct of any such indemnitee, Lessee shall at all times relieve, defend, indemnify, protect, and save harmless County and its respective Boards, officers, agents, consultants, counsel, employees and volunteers from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Lessee and reasonably satisfactory to County, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of County or any of its Board, officers, agents, employees or volunteers, to the extent that such arises from or is caused by (a) the operation, maintenance, use, or occupation of the Premises (other than the Promenade and Seawall) by Lessee or its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, (b) the acts, omissions, or negligence of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, or (c) the failure of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation. The obligation of Lessee to so relieve, indemnify, protect, and save harmless County and each of its respective Boards, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, beyond the expiration of the Term or other termination of this Lease. Notwithstanding anything in this Lease to the contrary, Lessee and County acknowledge that following the completion by Lessee of the development and/or renovation of the Promenade and the commencement of use thereof by the public, the respective liability, if any, of Lessee and County arising out of the operation, maintenance, use and/or occupation of the Promenade shall be governed by Applicable Law.

9. INSURANCE.

9.1 Lessee's Insurance. Without limiting Lessee's indemnification of County, during the Term of this Lease Lessee shall provide and maintain the following insurance issued by companies authorized to transact business in the State of California by the Insurance

Commissioner and having a “general policyholders rating” of at least A-VII (or such higher rating as may be required by an Encumbrance Holder) as set forth in the most current issue of “A.M. Best’s Key Rating Guide” or an equivalent rating from another industry-accepted rating agency.

9.1.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

| | |
|--|--------------|
| General Aggregate: | \$20,000,000 |
| Products/Completed Operations Aggregate: | \$20,000,000 |
| Personal and Advertising Injury: | \$10,000,000 |
| Each Occurrence: | \$10,000,000 |

Lessee may satisfy the above coverage limits with a combination of primary coverage (“**Primary Coverage**”) and excess liability coverage (“**Umbrella Coverage**”) (as long as (a) Lessee’s Primary Coverage is at least Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, and (b) the combination of such Primary Coverage and Umbrella Coverage provides County with the same protection as if Lessee had carried primary coverage for the entire limits and coverages required under this Subsection 9.1.1.

9.1.2 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) of Primary Coverage and One Million Dollars (\$1,000,000) of Umbrella Coverage, for each accident and providing coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto.” During any period of operation of valet parking facilities, Lessee also shall provide Garagekeeper’s Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less than Three Million Dollars (\$3,000,000) for this location.

9.1.3 Workers Compensation and Employers’ Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers’ Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1,000,000 |
| Disease - policy limit: | \$1,000,000 |
| Disease - each employee: | \$1,000,000 |

9.1.4 Commercial Property insurance covering damage to the Premises, including improvements and betterments, from perils covered by the Causes-of-Loss

Special Form (ISO form CP 10 30), excluding earthquake, and including Ordinance or Law Coverage, written for the full replacement value of the Improvements, with a deductible no greater than \$250,000 or 5% of the property value, which ever is less, and also including business interruption, including loss of rent equal to eighteen (18) months of rent, with proceeds payable to Lessee and County as their interests may appear and utilized for repair and restoration of the Premises and Improvements. Notwithstanding the foregoing, during any period during which no Improvements exist on the Premises or all of the existing Improvements are being demolished in connection with the construction of Renovation Work, the obligation to provide insurance under this Subsection 9.1.4 shall not be applicable so long as the insurance coverage described in Subsection 9.1.5 below is carried.

9.1.5 For construction projects on the Premises, including the Renovation Work, any other Alterations or restoration of the Improvements, Lessee or Lessee's contractor or subcontractors will provide the following insurance (County reserves the right to determine the coverage and coverage limit required on a project by project basis.):

9.1.5.1 Builder's Risk Course of Construction to insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) or equivalent. This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, against loss or damage until completion and acceptance by Lessee.

9.1.5.2 General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits as reasonably required by the County for the Renovation Work or other Alterations. The products/completed operations coverage shall continue to be maintained for the following periods: (a) in the case of the Renovation Work, three (3) years after the date the Renovation Work is completed and accepted by the Lessee, or (b) in the case of Alterations after the completion of the Renovation Work, such period after the date such Alterations are completed and accepted by Lessee as reasonably determined by County, but not to exceed three (3) years after such completion and acceptance.

9.1.5.3 Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability as reasonably required by the County for the Renovation Work or other Alterations. Such insurance shall include coverage for all "owned," "hired" and "non-owned" automobiles, or coverage for "any auto."

9.1.5.4 Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.). This coverage shall also provide an extended two-year reporting period commencing

upon termination or cancellation of the construction project. The limits of the coverage required under this Subsection 9.1.5.4 shall be (a) Three Million Dollars (\$3,000,000) with respect to the prime architect for the Renovation Work (or such lesser amount as required by Director for the prime architect in connection with any subsequent Alterations), and (b) One Million Dollars (\$1,000,000) with respect to each other contractor, subcontractor, architect, engineer, surveyor or other licensed professional rendering services in connection with the design or construction of the Renovation Work or subsequent Alterations, provided that Director shall have the discretion to reduce the coverage limits under this clause (b) if appropriate in the judgment of Director based on the nature and scope of the services being provided.

9.1.5.5 Asbestos Liability or Contractors Pollution Liability insurance, if construction requires remediation of asbestos or pollutants, and if such insurance is available. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or order. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits as reasonably required by the County for the Renovation Work or other Alterations.

9.1.6 If the use of the Premises or Improvements involves any manufacture, distribution or service of alcoholic beverages, Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) with a liability limit of not less than Five Million Dollars (\$5,000,000) per occurrence and an annual aggregate of Ten Million Dollars (\$10,000,000), which limits may be covered by a combination of Primary Coverage and Umbrella Coverage. If written on a claims made form, the coverage shall also provide an extended two-year reporting period commencing upon the termination or cancellation of the Lease.

9.2 Provisions Pertaining to Property Insurance. The insurance coverage required in Subsections 9.1.4 and 9.1.5.1 shall name County as an additional insured and any Encumbrance Holder as loss payee. Subject to Section 12.6, upon the occurrence of any loss, the proceeds of property and builder's risk insurance shall be held by County in trust for the named insureds as their interests appear, and shall be disbursed by County on a monthly basis to pay for work completed in accordance with then-prevailing industry custom and practice; provided, however, that if the insurance proceeds received with respect to a loss are less than \$500,000 (as adjusted to reflect any increase in the ENR Index during the period from the Effective Date through the date of the loss), the Encumbrance Holder shall have the right to hold and disburse such proceeds to pay the renovation and repair of Improvements in accordance with the terms of the loan agreement or deed of trust with Lessee's Encumbrance Holder. In the event of a loss, except as expressly provided to the contrary in this Lease, Lessee shall be obligated to use the insurance proceeds received by Lessee to rebuild or replace the destroyed or damaged buildings, structures, equipment, and Improvements, in accordance with the procedures set forth hereinabove for the

initial construction, except as otherwise provided in Article 10 hereof. Subject to Section 12.6, any surplus or proceeds after said rebuilding or replacement shall be distributed to Lessee.

9.3 General Insurance Requirements. Subject to the immediately following grammatical paragraph, a duplicate policy or policies (or certificates of insurance) evidencing the insurance coverage required under this Article 9, in such form as shall be reasonably acceptable to County, shall be filed with Director no later than the Effective Date, provided that the evidence of the insurance coverage required under Subsection 9.1.5 shall be required to be delivered by Lessee prior to the commencement of any Renovation Work or other Alterations. All certificates of insurance shall (a) specifically identify the Lease; (b) clearly evidence all coverages required under the Lease; (c) identify any deductibles or self-insured retentions exceeding \$25,000 or such other commercially reasonable amount as approved by the Director; and (d) evidence all other requirements under this Article 9. The policy or policies of insurance shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Director or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policy, a certificate showing that such insurance coverage has been renewed shall be obtained by Lessee and filed with Director.

In lieu of submitting a copy of the policy or policies evidencing the above insurance, Lessee may submit in a form reasonably acceptable to County a certificate of insurance.

Any insurance coverage may be issued in the form of a blanket policy insuring other properties, in form, amount and content reasonably satisfactory to County such that such coverage provides the same protection as required under this Article 9 as if the insurance had been procured on an individual property basis.

9.4 Additional Required Provisions. Lessee's insurance policies required by this Article 9 shall be for a term of not less than one year and shall additionally provide:

- (a) that County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers, shall be named as additional insureds under any liability insurance policy or policies;
- (b) that the full amount of any losses to the extent property insurance proceeds are available shall be payable to additional insureds notwithstanding any act, omission or negligence of Lessee which might otherwise result in forfeiture of such insurance;
- (c) in any property insurance policy, a waiver of all right of subrogation against County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers with respect to losses payable under such policies;
- (d) in any property insurance policy, that such policies shall not be invalidated should the insured waive, prior to a loss, any or all right of recovery against any party for losses covered by such policies;
- (e) to the extent of the indemnification obligations of Lessee in favor of any additional insureds, the property and commercial general liability insurance policies shall

provide coverage on a primary and non-contributory basis with respect to such additional insureds, regardless of any other insurance or self-insurance that such additional insureds may elect to purchase or maintain;

(f) that losses, if any, shall be adjusted with and payable to Lessee, County and Encumbrance Holders, if any, pursuant to a standard mortgagee clause;

(g) that such policies shall not be suspended, voided, canceled, reduced in coverage or in limits or materially changed without at least thirty (30) days prior written notice to County and all Encumbrance Holders or ten (10) business days in case of cancellation for failure to pay the premium;

(h) that the commercial general liability insurance shall apply separately to each insured against whom a claim is made, except with respect to the overall limits of said insurer's liability; and,

(i) that the property and commercial general liability insurance policies shall contain no special limitations on the scope of protection afforded to the additional insureds, and no failure to comply with the reporting provisions of such policies shall affect the coverage afforded to such additional insureds.

9.5 Failure to Procure Insurance. If Lessee fails to procure or renew the herein required insurance and does not cure such failure within five (5) business days after written notice from County, in addition to the other rights and remedies provided hereunder, County may, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by Lessee, with interest thereon at the Applicable Rate, to County within five (5) business days after Lessee's receipt of written demand therefor.

9.6 Adjustment to Amount of Liability Coverage. The amounts of liability insurance required under Subsections 9.1.1, 9.1.2 and 9.1.3 shall be subject to adjustment as of each fifth (5th) anniversary of the Effective Date (each, an "**Insurance Renegotiation Date**"), consistent with the amounts of such liability insurance then being required by County under similar ground leases for comparable developments and uses in the Marina del Rey Small Craft Harbor, including any adjustments then being approved by County (if any), based on differences in size, scope, uses or risks between the Premises and such other developments. If County and Lessee cannot agree upon the amount of insurance by the sixtieth (60th) day preceding an Insurance Renegotiation Date, the matter shall be resolved by binding arbitration in accordance with Article 16. In no event shall the amounts of liability insurance be decreased as a result of such renegotiation or arbitration. Following such renegotiation or arbitration, the parties shall execute an amendment to this Lease setting forth the renegotiated insurance provisions or the arbitration judgment, as appropriate.

9.7 Notification of Incidents, Claims or Suits. Lessee shall notify County of any accident or incident on or about the Premises which involves injury or property damage over Fifty Thousand Dollars (\$50,000.00) in the aggregate and pursuant to which a claim against Lessee

and/or County is made or threatened. Such notification shall be made in writing within 72 hours after Lessee first becomes aware of the claim or threatened claim.

10. MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION.

10.1 Lessee's Maintenance and Repair Obligations. Lessee shall maintain the Premises, including paved or unpaved ground surfaces and Improvements thereon (including the Promenade, but excluding the Excluded Conditions and excluding the Seawall), in conformance with the Minimum Standards regarding the use and occupancy of commercial (including hotel) projects in Marina del Rey (such as the Premises) as revised from time to time by County in a manner consistent with commercially reasonable maintenance standards applicable to other comparable commercial projects in Marina del Rey (the "**Maintenance Standard**"). Any dispute as to whether revisions to the Maintenance Standard adopted by the County from time to time pursuant to the immediately preceding sentence is commercially reasonable shall be submitted to arbitration pursuant to Article 16 of this Lease. Without limiting the foregoing, at Lessee's sole cost and expense, but subject to the terms and conditions of this Lease, Lessee shall keep and maintain the Premises (including the Promenade) and all equipment, Improvements or physical structures of any kind which may exist or be erected, installed or made on the Premises in good and substantial repair and condition, including without limitation capital improvements and structural and roof repairs and replacement, and shall make all necessary repairs and alterations and replacements thereto, except as otherwise provided in this Article 10 (except that during periods of construction of the Renovation Work or other Alterations or reconstruction of damaged or destroyed Improvements, Lessee's obligations as to the areas of the Premises under construction shall be controlled by Article 5 of this Lease). Lessee shall undertake such repairs, alterations or replacements in compliance with Applicable Laws, or as reasonably required in writing by Director to Lessee incident to the provisions of this Article 10. Lessee shall maintain all Improvements on the Premises (other than the Excluded Conditions and the Seawall)) in a safe, clean, wholesome and sanitary condition, to the reasonable satisfaction of Director and in compliance with all Applicable Laws. Lessee shall, at its own cost and expense, install, maintain and replace landscaping between the streets abutting the Premises and the building footprints on the Premises as reasonably satisfactory to Director. Lessee specifically agrees to provide proper containers for trash and garbage which are screened from public view, to keep the Premises free and clear of rubbish and litter. County in its proprietary capacity shall have the right with reasonable notice to enter upon and inspect the Premises at any reasonable time for cleanliness, safety and compliance with this Section 10.1, as long as such entrance is not done in a manner which would unreasonably interfere with the operation of the Premises. The exclusion of the Excluded Conditions and Seawall from Lessee's maintenance obligations under this Section 10.1 shall not relieve Lessee from the obligation to repair and restore any damage to the Excluded Conditions and/or Seawall caused by Lessee, its agents, employees, Sublessees or contractors, or by Improvements constructed by or on behalf of Lessee, and Lessee hereby agrees to perform such repair or restoration work at Lessee's sole cost and expense.

10.2 Intentionally Omitted.

10.3 Tree Trimming. During the remaining Term of the Lease, Lessee shall cause all trees located on the Premises to be trimmed and otherwise maintained in compliance with the

Marina Del Rey tree trimming policy referenced in Exhibit E, as such policy is updated from time to time by County.

10.4 Maintenance Deficiencies. If County provides written notice to Lessee of a deficiency or other breach in the performance by Lessee of the maintenance and repair obligations of Lessee under Sections 10.1 through 10.3 above, then Lessee shall promptly commence the cure thereof and shall complete such cure within the time period for such cure set forth in the County's deficiency notice, which cure period shall not be less than thirty (30) days except if the deficiency pertains to a condition that is a threat to health or safety or otherwise constitutes an emergency situation, in which case County shall have the right to immediately require Lessee to take all appropriate steps to avoid damage or injury. If Lessee fails to cure any such deficiency within the cure period set forth in County's written deficiency notice (which cure period shall comply with the requirements of the immediately preceding sentence of this Section 10.4), then in addition to, and not in lieu of, any rights or remedies that County may have under Article 13 of this Lease for defaults not cured within the applicable notice and cure periods set forth therein, Lessee shall pay to County an amount equal to One Hundred Dollars (\$100) per day per item of deficiency for each day after such cure period that the deficiency item remains uncured. Notwithstanding the foregoing, if the nature of the deficiency is such that it is not capable of cure within the cure period specified in County's notice (for example, as a result of permitting requirements or construction material procurement delays beyond the control of Lessee), then as long as during the specified cure period Lessee commences the cure of the deficiency and thereafter continues the prosecution of the completion of such cure in a manner and with such diligence that will effectuate the cure in as short a period as reasonably possible, then the cure period specified in County's deficiency notice shall be extended for such additional time as necessary to complete the cure in as short a period as reasonably possible.

For purposes of determining the number of items of deficiency set forth in a deficiency notice received from County, County shall reasonably identify the separate deficiencies so as not to unfairly increase the daily amount payable under this Section 10.4 by separating the work into unreasonably particularized items (e.g., the requirement to paint the exterior of a building shall not be split into individual deficiency items for the painting of each individual door, window or other component of such building). If in the reasonable and good faith business judgment of Lessee the deficiency notice was erroneously issued by County, then Lessee shall have the right to contest such deficiency notice by written notice to Director within five (5) business days after the date the deficiency notice is received by Lessee. If Lessee files any such contest with Director, then Director shall exercise Director's reasonable discretion in considering Lessee's contest. If Lessee's contest is made on a reasonable and good faith basis, then, in cases that do not include health, safety or any emergency condition, the cure period for the deficiency notice shall be tolled during the period between the date Director receives written notice of such contest and continuing until Director notifies Lessee in writing that Director accepts or denies Lessee's contest. If Director denies Lessee's contest, Lessee may request arbitration pursuant to Article 16. The One Hundred Dollars (\$100) per diem amount set forth in this Section 10.4 shall be adjusted every three (3) years during the remaining Lease Term on each third (3rd) anniversary of the Effective Date to reflect any change in the Consumer Price Index over the three (3) year period immediately preceding each such adjustment. If Lessee fails to pay any amounts payable by Lessee under this Section 10.4 within fifteen (15) days after written notice from County, then County shall have the right to draw on the Security Deposit to cover such unpaid amounts.

10.5 Option to Terminate for Uninsured Casualty. In the event of any damage to or destruction of the Premises or any Improvements located thereon (other than the Excluded Conditions and the Seawall, except to the extent damage thereto is caused by the Lessee, its agents, employees, Sublessees or contractors, or by Improvements constructed by or on behalf of Lessee), Lessee shall, except as otherwise expressly provided in this Section 10.5, promptly (taking into consideration the necessity of obtaining approvals and permits for such reconstruction) repair and/or restore such Improvements to their condition existing prior to the damage or destruction. Except as otherwise expressly provided in this Section 10.5, such obligation to repair and restore is absolute, and is in no way dependent upon the existence or availability of insurance proceeds. Repair and restoration of any damage or destruction shall take place in accordance with the provisions of Article 5. Notwithstanding the foregoing, Lessee shall have the option to terminate this Lease and be relieved of the obligation to restore the Improvements on the Premises where all or substantially all of the Improvements on the Premises (other than the Excluded Conditions and the Seawall) are substantially damaged or destroyed and such damage or destruction resulted from a cause not required to be insured against by this Lease (an “**Uninsured Loss**”), and where all of the following occur:

10.5.1 No more than one hundred (100) days following the Uninsured Loss, Lessee shall notify County of its election to terminate this Lease; to be effective, this notice must include both a copy of Lessee’s notification to the Encumbrance Holder, if any, of Lessee’s intention to exercise this option to terminate and Lessee’s certification under penalty of perjury that Lessee has delivered or mailed such notification to the Encumbrance Holder in accordance with this Subsection 10.5.1. County shall be entitled to rely upon the foregoing notice and certification as conclusive evidence that Lessee has notified the Encumbrance Holder regarding Lessee’s desire to terminate this Lease.

10.5.2 No more than sixty (60) days following the giving of the notice required by Subsection 10.5.1 or such longer time as may be reasonable under the circumstances, Lessee shall, at Lessee’s expense: remove all debris and other rubble from the Premises; secure the Premises against trespassers; and, at County’s election, remove all remaining Improvements on the Premises.

10.5.3 No more than sixty (60) days following the giving of the notice required under Subsection 10.5.1, Lessee delivers to County a quitclaim deed to the Premises in recordable form, in form and content satisfactory to County and/or with such other documentation as may be reasonably requested by County or any title company on behalf of County, terminating Lessee’s interest in the Premises and reconveying such interest to County free and clear of any and all Encumbrances and Subleases.

10.5.4 Within fifteen (15) days following County’s receipt of the notice referred to in Subsection 10.5.1, County has not received both (a) written notice from any Encumbrance Holder objecting to such termination and (b) an agreement containing an effective assignment of Lessee’s interest in this Lease to such Encumbrance Holder whereby such Encumbrance Holder expressly assumes and agrees to be bound by and perform all of Lessee’s obligations under this Lease.

10.6 No Option to Terminate for Insured Casualty. Lessee shall have no option to terminate this Lease or otherwise be relieved of its obligation to restore the Improvements on the Premises where the damage or destruction results from a cause required to be insured against by this Lease.

10.7 No County Obligation to Make Repairs. County shall have no obligation whatsoever to make any repairs or perform any maintenance on the Premises; provided, however, that Director shall in its good faith discretion consider the application of funds toward the maintenance, repair and replacement of the existing seawall protecting the Premises (the "Seawall") if and to the extent such funds are made available to Director for such uses by County and its Board of Supervisors. Director shall undertake such maintenance, repair and replacement, if any, with due diligence consistent with the funding provided. In the event the Seawall is in imminent danger of collapse or has collapsed, Director shall promptly seek funding from the Board of Supervisors for repair or replacement as may be necessary to avoid or repair such collapse. If County is obligated to maintain or repair the Seawall under the terms of a lease between the County and any other lessee in Marina del Rey, or if County in fact maintains or repairs the Seawall for the benefit of any other lessee in Marina del Rey, County shall have the same obligation(s) with respect to the Seawall protecting the Premises. Except as expressly provided in this Section 10.7, County shall have no obligation to maintain or repair the Seawall.

10.8 Repairs Not Performed by Lessee. If Lessee fails to make any repairs or replacements as required, Director may notify Lessee of said failure in writing, and should Lessee fail to cure said failure and make repairs or replacements within a reasonable time as established by Director, County may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, overhead, materials and equipment, shall be charged against Lessee as provided in Section 13.5.

10.9 Other Repairs. Although having no obligation to do so, County may, at its own cost and at its sole discretion, perform or permit others to perform any necessary dredging, filling, grading or repair of water systems, sewer facilities, roads, or other County facilities on or about the Premises. Any entry by County onto the Premises pursuant to this Section 10.9, and any entry onto the Premises to perform work on the Seawall pursuant to Section 10.7 above, shall be made in accordance with the following requirements: (i) prior to entry onto the Premises County shall cause each of its contractors to provide to Lessee evidence that such contractor has procured commercial general liability insurance coverage pertaining to such contractor's activities on the Premises, which insurance coverage shall be consistent with County's insurance requirements generally applicable to County contractors, and shall name Lessee as an additional insured; (ii) County's contractors shall comply with industry standard safety requirements; (iii) County shall repair, or cause its contractors to repair, any damage to the Premises caused by the activities of County and/or its contractors on the Premises pursuant to this Section 10.9 or Section 10.7 above; and (iv) any entry onto the Premises by County or its contractors for the purpose of performing work pertaining to the Seawall shall be confined to the Promenade and the fire access lane over the Premises, except in extraordinary circumstances to the extent that due to the scope or nature of the work and/or due to safety concerns, the work cannot reasonably be confined to such area. In any such extraordinary situation County and Lessee agree to cooperate to define a work and/or access area that is reasonably acceptable to both parties.

10.10 Notice of Damage. Lessee shall give prompt notice to County of any fire or damage affecting the Premises or the Improvements from any cause whatsoever.

10.11 Waiver of Civil Code Sections. The parties' rights shall be governed by this Lease in the event of damage or destruction. The parties hereby waive the provisions of California Civil Code Section 1932 and any other provisions of law which provide for contrary or additional rights.

11. ASSIGNMENT AND SUBLEASE.

11.1 Subleases.

11.1.1 Definition. The term "**Sublease**" shall mean any lease, license, permit, concession or other interest in the Premises or the Improvements, or a right to use the Premises or a portion thereof, which is conveyed or granted by Lessee to a third party, and which constitutes less than the unrestricted conveyance of the entire Lessee's interest under this Lease. "**Sublessee**" shall be the person or entity to whom such right to use is conveyed by a Sublease. A Sublease which grants or conveys to the Sublessee the right to possess or use all or substantially all of the Premises is sometimes referred to in this Lease as a "**Major Sublease**" and the Sublessee under such agreement is sometimes referred to in this Lease as a "**Major Sublessee**".

11.1.2 Approval Required. At least thirty (30) days prior to the proposed effective date of any Sublease that is not a Major Sublease, or of any assignment or material amendment of such Sublease, Lessee shall submit a copy of such Sublease (or assignment or amendment thereof), to Director for approval, which approval shall not be unreasonably withheld or conditioned. To the extent practical, Director shall approve or disapprove said proposed Sublease, amendment or assignment within thirty (30) days after receipt thereof. In no event, however, shall any such Sublease, amendment or assignment be made or become effective without the prior approval of Director. Each such Sublease shall specifically provide that the Sublessee shall comply with all of the terms, covenants, and conditions of this Lease applicable to the portion of the Premises subject to the Sublease. If Director disapproves a Sublease, Director shall notify Lessee in writing of the reason or reasons for such disapproval.

11.1.3 Major Sublease. Lessee shall enter into a Major Sublease only with a reputable owner or manager of comparable hotel facilities such as exist on the Premises. In light of the inherent detailed nature of a Major Sublease, Lessee shall deliver to County a copy of any proposed Major Sublease, or any sub-sublease or any other document pursuant to which an interest is proposed to be transferred in all or substantially all of the Premises, not less than forty-five (45) days prior to the proposed effective date of such proposed Major Sublease or other document, for County's review and approval pursuant to the procedures and requirements specified in Section 11.2.

11.2 Approval of Assignments and Major Subleases. Except as specifically provided in this Article 11, Lessee shall not, without the prior written consent of County, which shall be based upon factors described in Exhibit C hereto, which is incorporated herein by this reference ("**Assignment Standards**"), and which shall be applied in a commercially reasonable manner, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this

Lease or any interest, right, or privilege therein (including without limitation the right to manage or otherwise operate the Improvements located from time to time on the Premises), or enter into a Major Sublease affecting the Premises, or license the use of all or substantially all of the Premises. Notwithstanding the foregoing, Lessee shall have the right, without the prior approval of County, to retain an affiliate of Lessee as the property manager for the Premises. Any Change of Ownership that is not an Excluded Transfer shall constitute an assignment of Lessee's interest under this Lease. In addition, for purposes of this provision, the following (except for Excluded Transfers) shall require the prior written consent of County to be effective: (1) the addition, removal or replacement of one or more general partners or managing members in a Lessee which is a limited partnership or limited liability entity, except (a) by death, insolvency, incapacity, resignation (except for a sole general partner, if any) or removal of a general partner or managing member and his replacement by a vote of the limited partners, the remaining general partners or remaining members, or (b) if any general partner or managing member owning more than fifty percent (50%) of the interests of the partnership or limited liability entity acquires the interest of another general partner or managing member owning fifteen percent (15%) or less of the interests in the partnership or limited liability entity; or (2) the sale, assignment, or transfer of fifty-percent (50%) or more of the stock, partnership interests or limited liability company interests in an entity which owns, or is a general partner or managing member of an entity which owns, an interest in this Lease. Lessee shall provide County with any information reasonably requested by County in order to determine whether or not to grant approval of the matters provided herein requiring County's consent. These same limitations and approval requirements as to Lessee's interest under the Lease shall also apply with respect to the Sublessee's interest under a Major Sublease.

11.2.1 County's Use of Discretion and Limitation on Permissible Assignees.

Prior to the CO Date, County shall have the right to withhold its consent to any assignment or Major Sublease in its sole and absolute discretion. After the CO Date, County shall not unreasonably withhold or delay its consent to a proposed assignment or Major Sublease if (a) the assignee or Major Sublessee, either directly or through its affiliate or through a contractual relationship with a third party hotel operator that will operate and manage the Premises, has adequate experience in the operation of hotels in accordance with a standard at least commensurate with the Required Hotel Standard and has a nationwide reservation system in which the Premises will participate; and (b) the Assignment Standards are satisfied to the reasonable satisfaction of County. If County withholds its consent to an assignment or Major Sublease, County shall notify Lessee in writing of the reason or reasons for such disapproval.

11.2.2 Involuntary Transfers Prohibited. Except as otherwise specifically provided in this Lease, neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process of law including proceedings under the Bankruptcy Act.

11.2.3 Procedure. Requests for approval of any proposed assignment shall be processed in accordance with the following procedures:

11.2.3.1 Prior to entering into any agreement requiring the approval of County pursuant to this Sections 11.1 or 11.2, Lessee (or the entity seeking approval of such assignment) shall notify County and deliver to County all information

reasonably relevant to the proposed assignment, including without limitation any term sheets, letters of intent, draft Major Subleases, any other documents which set forth any proposed agreement regarding the Premises and the information set forth in Subsection 11.2.3.5. County will evaluate the information provided to it and County may request additional information as may be reasonably necessary to act on the request. Under no circumstances will County discuss an assignment with any proposed assignee without providing Lessee the right to be present at any such discussion.

11.2.3.2 In completing its review of the proposal and granting or withholding its consent thereto, County will not be bound by any deadline contained in any proposed assignments, Major Subleases, escrow instructions or other agreements to which County is not a party.

11.2.3.3 Lessee acknowledges that the time needed for County to review a proposed assignment depends on many factors, including without limitation the complexity of the proposed transaction, the financial and other information submitted for review, and the workload of County's personnel. Notwithstanding the foregoing, County shall act as promptly as governmental processes permit in processing and acting upon a requested approval of an assignment of Lessee's interest under this Article 11.

11.2.3.4 Lessee shall be required to reimburse County for its Actual Costs incurred in connection with the proposed assignment, whether or not County ultimately grants its approval to the proposed assignment. (without any duplication with any Administrative Charge payable under Section 4.6).

11.2.3.5 Lessee or the proposed assignee shall provide County with sufficient information for County to determine if the public interest will be served by approving the proposed transaction. The information that must be provided includes, but shall not be limited to, the following:

(a) Nature of the Assignee. Full disclosure is required in accordance with this Lease and County's applicant disclosure policy then in effect. Additionally, a flowchart identifying the chain of ownership of the assignee and its decision-making authority shall be provided to County. County shall be advised if the proposed assignee, or any other person or entity for whom disclosure is required pursuant to County's disclosure policy, has had any leasehold or concessionaire's interest canceled or terminated by the landlord due to the tenant or Lessee's breach or default thereunder.

(b) Financial Condition of Assignee. County shall be provided with current, certified financial statements, including balance sheets and profit and loss statements, demonstrating the proposed assignee's financial condition for the preceding five (5) years, or such shorter period that assignee has been in existence. This requirement shall also apply to any related person or entity which will be responsible for or guarantee the obligations of the proposed assignee or provide any funds or credit to such proposed assignee.

(c) Financial Analysis. County shall be provided with the proposed assignee's financing plan for the operation of the Premises (unless the assignment is pursuant to a Change of Ownership that is an Excluded Transfer or is pursuant to a Change of Ownership that involves the transfer of only beneficial interests in the constituent owners of Lessee, and following such transfer there is no intended change in the financing plan for the operation and improvement of the Premises) and for any contemplated improvement thereof, demonstrating such proposed assignee's financial capability to so operate the Premises and construct such improvements. Such financing plan shall include, but not be limited to, information detailing (1) equity capital; (2) sources and uses of funds; (3) terms of financing; (4) debt service coverage and ratio; and (5) loan to value ratio. The proposed assignee shall also provide County with documentation demonstrating such proposed assignee's financial viability, such as letters of commitment from financial institutions which demonstrate the availability of sufficient funds to complete any proposed construction or improvements on the Premises. Further, such proposed assignee shall authorize the release of financial information to County from financial institutions relating to the proposed assignee or other information supplied in support of the proposed assignment.

(d) Business Plan. County shall be provided with the proposed assignee's business plan for the Premises (unless the assignment is pursuant to a Change of Ownership that constitutes an Excluded Transfer or is pursuant to a Change of Ownership that involves the transfer of only beneficial ownership interests in the constituent owners of Lessee, and following such transfer there is no intended change in the business plan for the Premises), including pro forma financial projections for the Premises for the five (5) year period beginning upon the commencement of the proposed assignment. Such pro forma projections will include capital costs, income and expenses, as well as debt service and all other payments to providers of debt and equity, and will be accompanied by a statement of basic assumptions and an identification of the sources of the data used in the production of such projections.

(e) Assignor's Financial Statements. County shall be provided with certified financial statements, including balance sheets and profits and loss statements concerning the assignor Lessee and its operations for the three (3) most recent years prior to the proposed transaction.

(f) Cure of Defaults. County shall be provided with the proposed assignee's specific plans to cure any and all delinquencies under this Lease which may be identified by County, whether identified before or after the date of the proposed assignment.

(g) Prospectus Materials. County shall be provided with any materials distributed to third parties relating to the business of the proposed assignee to be conducted on, from or relating to the Premises.

(h) Other Information. County shall be provided with a clear description of the terms and conditions of the proposed assignment, including a description of the proposed use of the Premises and any proposed alterations or improvements to the Premises. Additionally, County shall be provided with any and all other non-confidential

information which it reasonably requests of Lessee in connection with its review of the proposed transaction, including without limitation materials pertinent to the issues noted in this Subsection to the extent that they exist, such as escrow instructions, security agreements, personal property schedules, appraisals, market reports, lien releases, UCC Statements, preliminary title reports, management agreements affecting the Premises, contracts in excess of \$25,000 affecting the Premises, schedules of pending or threatened litigation, and attorneys' closing opinions relating to Lessee, the proposed assignee or the Premises. County shall endeavor to keep the foregoing materials confidential, subject to the Public Records Act and other Applicable Laws.

11.2.3.6 Nondisturbance. At the request of Lessee, County shall agree to execute a subordination, nondisturbance and attornment agreement and a ground lessor's estoppel certificate on commercially reasonable terms in favor of any Major Sublessee.

11.2.3.7 Final Documents. Prior to granting its approval over any proposed assignment, County shall be provided with an executed Assignment and Acceptance of Assignment in form and content as reasonably approved or supplied by County. Ten (10) copies of each must be submitted to County, of which five (5) shall be signed originals and properly acknowledged.

11.2.4 County Right to Recapture. If after March 1, 2022 Lessee proposes to assign its interest in this Lease, proposes to enter into any Major Sublease affecting the Premises or proposes to transfer a Controlling Interest in Lessee, in each case excluding any Excluded Transfer (with any such proposed transaction herein referred to as a "**Proposed Transfer**"), it shall provide County with written notice of such desire, which notice shall include the sale price ("**Lessee Sale Price**") at which it is willing to consummate the Proposed Transfer. For purposes hereof, a "**Controlling Interest**" in Lessee shall mean fifty percent (50%) or more of the direct or indirect beneficial interest in Lessee. Within thirty (30) days thereafter, County shall provide Lessee with written notification as to whether it has elected to acquire an option to purchase the interest subject to the Proposed Transfer. During said thirty (30) day period, Lessee may market the interest subject to the Proposed Transfer, provided that such interest is offered subject to County's rights as provided in this Subsection 11.2.4. In the event that, prior to the expiration of said thirty (30) day period, County has given notice to Lessee that it has elected to acquire said option, Lessee shall deliver to County an assignable option to purchase the interest subject to the Proposed Transfer ("**County Option**") at the Lessee Sale Price. Such County Option shall have a term of five (5) calendar months. During the term of the County Option, Lessee shall make the Premises and its books and records reasonably available for inspection by County and third parties as reasonably requested by County. At Lessee's request, any third party granted access to the Premises or Lessee's books and records pursuant to this Subsection 11.2.4 shall be required to execute a right-of-entry and confidentiality agreement on commercially reasonable terms. In the event that County causes Lessee to issue the County Option and subsequently declines to purchase the interest subject to the Proposed Transfer at the Lessee Sale Price, County shall pay to Lessee at the expiration of the County Option period (or, at County's election, credit to Lessee against the next applicable installment(s) of Annual Minimum Rent and Percentage Rent), a sum (the "**County Option Price**") which represents (i) three percent (3%) of the Lessee Sale Price, plus (ii) seven percent (7%) interest per annum on said three percent (3%) of the Lessee Sale Price, from

the date Lessee received notice of County's election to receive the County Option through the date on which the County Option Price, together with interest thereon, is paid or credited in full. If County either (a) fails to elect to cause Lessee to issue the County Option within said thirty (30) day period, or (b) gives notice that it has elected not to acquire the interest subject to the Proposed Transfer, then during the nine (9) month period following the later of (a) or (b), Lessee shall be entitled to enter into an agreement to consummate the Proposed Transfer with a third party (subject to County's approval rights as otherwise set forth in this Lease) so long as (1) the actual price for the Proposed Transfer is equal to or greater than ninety-five percent (95%) of the Lessee Sale Price last offered to County and upon no more favorable material terms to the assignee and (2) the transfer is consummated not later than twelve (12) months after the later of (a) or (b) (which twelve (12) month period shall be extended to the extent the closing is delayed due to a delay by County in approving the transaction within sixty (60) days after County has received a notice from Lessee requesting County's approval of such transaction and all information required by County under this Lease to permit County to evaluate the transaction). In the event of a proposed Major Sublease, County's election shall pertain to such portion of the Premises subject to the proposed Major Sublease or assignment and, in the event that County elects to acquire such portion of Lessee's interest in the Premises, Lessee's Annual Minimum Rent shall be proportionally reduced and Lessee's obligation to pay Percentage Rent shall pertain only to the amounts derived from the portion of the Premises retained by Lessee. In the event that County elects to recapture all or any portion of the Premises as provided herein, Lessee agrees to execute promptly a termination agreement and such other documentation as may be reasonably necessary to evidence the termination of this Lease, to set a termination date and to prorate rent and other charges with respect to the termination. County's rights pursuant to this Subsection 11.2.4 shall not apply to (I) Financing Events, (II) those events identified in Subsection 4.6.2 of this Lease, or (III) any assignment, Major Sublease or transfer of a Controlling Interest that is consummated prior to March 1, 2022.

11.2.5 County Credits Toward Purchase Price. In the event that County or its assignee elects to exercise the County Option, it shall receive the following credits toward the Lessee Sale Price: (1) the Net Proceeds Share which would be payable to County in the event that a third party were to purchase the interest offered at the Lessee Sale Price and (2) an amount which represents unpaid Annual Minimum Rent, Percentage Rent, and all other amounts payable under the Lease, if any (including a provisional credit in an amount reasonably acceptable to County for any amounts that may arise from an audit by County, but that have not yet been determined as of that date), with late fees and interest as provided herein, from the end of the period most recently subject to County audit through the date of the purchase of the interest by County. In the case of any unpaid rental amounts that may be found to be owing to County in connection with any uncompleted audit by County, in lieu of a provisional credit for such amounts, Lessee may provide County with a letter of credit or other security satisfactory to County to secure the payment of such unpaid amounts when finally determined by County. During the term of the County Option, Lessee shall cause to be available to County all books and records reasonably necessary in order to determine the amount of such unpaid Annual Minimum Rent, Percentage Rent, and other amounts payable under the Lease. In the event that County or its assignee exercises the County Option, but the transaction fails to close due to a failure of the parties to agree upon an appropriate allowance for such unpaid Annual Minimum Rent, Percentage Rent, and other amounts or appropriate security for the payment thereof, then County shall have no obligation to pay or credit to Lessee the County Option Price.

11.3 Terms Binding Upon Successors, Assigns and Sublessees. Except as otherwise specifically provided for herein, each and all of the provisions, agreements, terms, covenants, and conditions herein contained to be performed, fulfilled, observed, and kept by Lessee hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of Lessee, and all rights, privileges and benefits arising under this Lease in favor of Lessee shall be available in favor of its heirs, executors, administrators, successors, and assigns. Notwithstanding the foregoing, no assignment or subletting by or through Lessee in violation of the provisions of this Lease shall vest any rights in any such assignee or Sublessee. Any approved assignment of this Lease shall release the assignor of all liability arising due to actions or omissions on or after the effective date of such assignment, provided the assignee assumes all of such liability, including without limitation the obligation of assignee to cure any defaults and delinquencies under this Lease and to pay County Percentage Rent and any other amounts attributable to the period prior to the assignment, but not discovered by County or the assignee until after the assignment; provided, further, the assignor shall not be relieved of any liability for the payment of the Administrative Charge or the required portion of any Net Proceeds Share or Net Refinancing Proceeds which arise upon such assignment as provided herein.

11.4 Restroom Sublease. Concurrently or substantially concurrently with the execution and delivery of this Lease, Lessee and the Parcel 43 Lessee have executed and delivered a Restroom Sublease Agreement ("**Restroom Sublease**") pursuant to which Lessee has subleased to the Parcel 43 Lessee certain portions of the Premises consisting of the interior portions of two restrooms and the outside accessways thereto, as more particularly described in the Restroom Sublease (the "**Restroom Sublease Premises**"). In the event that the Parcel 43 Lease is terminated prior to the termination of this Lease, Lessee agrees upon the request of County to sublease the Restroom Sublease Premises to County or a replacement lessee of the Parcel 43 Premises during the remaining Term of this Lease on the same terms and conditions as set forth in the Restroom Sublease.

12. ENCUMBRANCES.

12.1 Financing Events.

12.1.1 Definitions. For the purposes of this Lease, including without limitation the provisions of Sections 4.6 through 4.8 hereof: (i) a "**Financing Event**" shall mean any financing or refinancing consummated by Lessee or by the holders of partnership interests or other direct or indirect ownership interests in Lessee (collectively, "**Ownership Interests**"), whether with private or institutional investors or lenders, where such financing or refinancing is an Encumbrance (as defined below); for purposes of Section 12.1.2 below and Sections 4.6 through 4.8 above, a "**Financing Event**" shall also include all of the foregoing actions involving the granting of a mortgage, deed of trust or other security interest in a Major Sublease; and (ii) an "**Encumbrance**" shall mean any direct or indirect grant, pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance, of or in all or any portion of (A) Lessee's interest under this Lease and the estate so created (including without limitation a direct or indirect assignment of Lessee's right to receive rents from subtenants) or (B) Ownership Interests if an absolute assignment from the holder of such Ownership Interests to the holder of the Encumbrance would have required County's consent under this Lease, to a lender (upon County approval of the Encumbrance and consummation thereof, the "**Encumbrance**

Holder") as security for a loan. The term "**Encumbrance Holder**" shall also be deemed to include any and all affiliates of such Encumbrance Holder which have succeeded by assignment or otherwise to any rights, interests or liabilities of the Encumbrance Holder with respect to the Encumbrance, or which have been designated by the Encumbrance Holder to exercise any rights or remedies under the Encumbrance or to take title to the leasehold estate under this Lease or to Ownership Interests, and such affiliates shall enjoy all of the rights and protections given to Encumbrance Holders under this Lease. The term "**Equity Encumbrance Holder**" shall mean an Encumbrance Holder holding an Encumbrance with respect to Ownership Interests.

12.1.2 County Approval Required. Lessee may, with the prior written consent of Director, which shall not be unreasonably withheld, and subject to any specific conditions which may be reasonably imposed by Director, consummate one or more Financing Event(s). Lessee shall submit to Director a preliminary loan package and thereafter a complete set of all proposed transaction documents in connection with each proposed Financing Event. The preliminary loan package shall include the loan commitment (or the so-called "loan application" if the loan commitment is styled as a loan application) and any other documents, materials or other information reasonably requested by Director. Lessee shall have the right, but not the obligation, to include draft loan documents in the preliminary loan package. Director shall have sixty (60) days (thirty (30) days for the initial construction loan for the Renovation Work) to grant or withhold approval of the preliminary loan package. Director shall have sixty (60) days (thirty (30) days for the initial construction loan for the Renovation Work) after receipt of substantially complete loan documents conforming to the approved preliminary loan package in which to grant or withhold final approval of the Financing Event; provided, however, that if the preliminary loan package included draft loan documents then the foregoing sixty (60) day period shall be reduced to thirty (30) days. If not approved by Director in writing within the foregoing periods, the proposed Financing Event shall be deemed disapproved by Director (and, if so requested in writing by Lessee), Director shall within thirty (30) days of such request deliver to Lessee a written description of Director's objections to said proposed Financing Event). Lessee shall reimburse County for County's Actual Cost incurred in connection with its review of the proposed Financing Event. One (1) copy of any and all security devices or instruments as finally executed or recorded by the parties in connection with any approved Encumbrance shall be filed with Director not later than seven (7) days after the effective date thereof. The same rights and obligations set forth above in this Subsection 12.1.2 shall inure to the benefit of and shall be binding upon any holder of Ownership Interests with respect to any proposed Financing Event involving Ownership Interests.

12.2 Consent Requirements In The Event of a Foreclosure Transfer.

12.2.1 Definitions. As used herein, a "**Foreclosure Transfer**" shall mean any transfer of the entire leasehold estate under this Lease or of all of the Ownership Interests in Lessee pursuant to any judicial or nonjudicial foreclosure or other enforcement of remedies under or with respect to an Encumbrance, or by voluntary deed or other transfer in lieu thereof. A "**Foreclosure Transferee**" shall mean any transferee (including without limitation an Encumbrance Holder) which acquires title to the entire leasehold estate under this Lease or to all of the Ownership Interests in Lessee pursuant to a Foreclosure Transfer. An "**Equity Foreclosure Transferee**" shall mean a Foreclosure Transferee whose acquired interest consists of all of the Ownership Interests in Lessee.

12.2.2 Foreclosure Transfer. The consent of County shall not be required with respect to any Foreclosure Transfer.

12.2.3 Subsequent Transfer By Encumbrance Holder. For each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder, with respect to a single subsequent transfer of this Lease or the Ownership Interests (as applicable) by such Encumbrance Holder to any third party, (i) County's consent to such transfer shall be required, but shall not be unreasonably withheld or delayed, and the scope of such consent (notwithstanding anything in this Lease to the contrary) shall be limited to County's confirmation (which must be reasonable) that the Lessee following such transfer has sufficient financial capability to perform its remaining obligations under this Lease as they come due, along with any obligation of Lessee for which the Foreclosure Transferee from whom it receives such transfer is released under Subsection 12.3.1 below, and (ii) such transferee (other than a transferee of Ownership Interests) shall expressly agree in writing to assume and to perform all of the obligations under this Lease, other than Excluded Defaults (as defined below). For clarification purposes, the right to a single transfer under this Section shall apply to each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder, so that there may be more than one "single transfer" under this Section.

12.3 Effect of Foreclosure. In the event of a Foreclosure Transfer, the Encumbrance Holder shall forthwith give notice to County in writing of such transfer setting forth the name and address of the Foreclosure Transferee and the effective date of such transfer, together with a copy of the document by which such transfer was made.

12.3.1 Any Encumbrance Holder which is a commercial bank, savings bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust, commercial finance lender or other similar financial institution which ordinarily engages in the business of making, holding or servicing commercial real estate loans, including any affiliate thereof (an "**Institutional Lender**"), shall, upon becoming a Foreclosure Transferee (other than an Equity Foreclosure Transferee), become liable to perform the full obligations of Lessee under this Lease (other than Excluded Defaults as defined below) accruing during its period of ownership of the leasehold. Upon a subsequent transfer of the leasehold in accordance with Subsection 12.2.3 above, such Institutional Lender shall be automatically released of any further liability with respect to this Lease, other than for (i) rent payments, property tax payments, reserve account payments and other monetary obligations under specific terms of the Lease that accrue solely during such Institutional Lender's period of ownership of the leasehold, and (ii) Lessee's indemnification obligations under this Lease with respect to matters pertaining to or arising during such Institutional Lender's period of ownership of leasehold title.

12.3.2 Any other Foreclosure Transferee (i.e., other than an Institutional Lender as provided in Subsection 12.3.1 above) shall, upon becoming a Foreclosure Transferee (other than an Equity Foreclosure Transferee), become liable to perform the full obligations of Lessee under this Lease (other than Excluded Defaults), subject to possible release of liability upon a subsequent transfer pursuant to Section 11.3 above.

12.3.3 Following any Foreclosure Transfer which is a transfer of the leasehold interest under the Lease, County shall recognize the Foreclosure Transferee as the Lessee under

the Lease and shall not disturb its use and enjoyment of the Premises, and the Foreclosure Transferee shall succeed to all rights of Lessee under this Lease as a direct lease between County and such Foreclosure Transferee, provided that the Foreclosure Transferee cures any pre-existing Event of Default other than any such pre-existing Event of Default that (i) is an incurable non-monetary default, (ii) is a non-monetary default that can only be cured by a prior lessee, (iii) is a non-monetary default that is not reasonably susceptible of being cured by such transferee, or (iv) relates to any obligation of a prior lessee to pay any Net Proceeds Share (collectively, "**Excluded Defaults**"), and thereafter performs the full obligations of Lessee under this Lease. Pursuant to Subsection 12.3.7 below, following any Foreclosure Transfer which is a transfer of Ownership Interests, the foregoing rights under this Subsection 12.3.3 shall also inure to the benefit of the Lessee.

12.3.4 No Encumbrance Holder shall become liable for any of Lessee's obligations under this Lease unless and until such Encumbrance Holder becomes a Foreclosure Transferee with respect to Lessee's leasehold interest under the Lease.

12.3.5 No Foreclosure Transfer, and no single subsequent transfer by an Encumbrance Holder following a Foreclosure Transfer pursuant to Subsection 12.2.3, shall trigger (i) any obligation to pay an Administrative Charge nor any Net Proceeds Share, (ii) any acceleration of the Extension Fee Balance or any other financial obligation of Lessee under this Lease, (iii) any recapture right on the part of County, or (iv) any termination right under this Lease. Any Foreclosure Transfer, and any single subsequent transfer by an Encumbrance Holder following a Foreclosure Transfer pursuant to Subsection 12.2.3, shall be deemed to be excluded from the definition of "Change of Ownership" for all purposes of this Lease. For clarification purposes, the "single subsequent transfer" referred to above applies to each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder (as more fully explained in Subsection 12.2.3), so that there may be more than one "single subsequent transfer" benefited by this Section.

12.3.6 In the event that an Institutional Lender becomes a Foreclosure Transferee, all obligations with respect to the construction and renovation work described in Sections 5.1, 5.11 or 5.12 above (other than any obligations to make deposits into the Subsequent Renovation Fund) shall be tolled for a period of time, not to exceed twelve months, until such Institutional Lender completes a subsequent transfer of its foreclosed interest in the Lease or Ownership Interests, provided that such Institutional Lender is making commercially reasonable and diligent efforts to market and sell its foreclosed interest. Nothing in this Subsection 12.3.6 shall be construed as a limit or outside date on any cure periods provided to Encumbrance Holders under this Lease.

12.3.7 Following a Foreclosure Transfer with respect to all of the Ownership Interests in Lessee, (i) any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees in this Article 12 or any other provision of this Lease shall also be afforded to Lessee from and after such Foreclosure Transfer, to the same extent as if the Foreclosure Transferee had acquired the leasehold interest of Lessee directly and became the Lessee under this Lease, and (ii) if the Foreclosure Transferee was also an Equity Encumbrance Holder, then any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees who are Encumbrance Holders in this Article 12 or any other provision of this Lease

shall also be afforded to Lessee from and after such Foreclosure Transfer, to the same extent as if the Foreclosure Transferee had acquired the leasehold interest of Lessee directly and became the Lessee under this Lease.

12.4 No Subordination. County's rights in the Premises and this Lease, including without limitation County's right to receive Annual Minimum Rent and Percentage Rent, shall not be subordinated to the rights of any Encumbrance Holder. Notwithstanding the foregoing, an Encumbrance Holder shall have all of the rights set forth in the security instrument creating the Encumbrance, as approved by County in accordance with Subsection 12.1.2, to the extent that such rights are not inconsistent with the terms of this Lease, including the right to commence an action against Lessee for the appointment of a receiver and to obtain possession of the Premises under and in accordance with the terms of said Encumbrance, provided that all obligations of Lessee hereunder shall be kept current, including but not limited to the payment of rent and curing of all defaults or Events of Default hereunder (other than Excluded Defaults or as otherwise provided herein).

12.5 Modification or Termination of Lease. This Lease shall not be modified or amended without the prior written consent in its sole discretion of each then existing Encumbrance Holder with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee. Further, this Lease may not be surrendered or terminated (other than in accordance with the provisions of this Article 12) without the prior written consent of each such Encumbrance Holder in its sole discretion. No such modification, amendment, surrender or termination without the prior written consent of each such then existing Encumbrance Holder shall be binding on any such Encumbrance Holder or any other person who acquires title to its foreclosed interest pursuant to a Foreclosure Transfer.

12.6 Notice and Cure Rights of Encumbrance Holders and Major Sublessees.

12.6.1 Right to Cure. Each Encumbrance Holder and Major Sublessee shall have the right, at any time during the term of its Encumbrance or Major Sublease, as applicable, and in accordance with the provisions of this Article 12, to do any act or thing required of Lessee in order to prevent termination of Lessee's rights hereunder, and all such acts or things so done hereunder shall be treated by County the same as if performed by Lessee.

12.6.2 Notice of Default. County shall not exercise any remedy available to it upon the occurrence of an Event of Default (other than exercising County's self-help remedies pursuant to Section 13.5 or imposing the daily payment set forth in Section 10.4), and no such exercise shall be effective, unless it first shall have given written notice of such default to each and every then existing Major Sublessee and Encumbrance Holder which has notified Director in writing of its interest in the Premises or this Lease and the addresses to which such notice should be delivered. Such notice shall be sent simultaneously with the notice or notices to Lessee. An Encumbrance Holder or Major Sublessee shall have the right and the power to cure the Event of Default specified in such notice in the manner prescribed herein. If such Event or Events of Default are so cured, this Lease shall remain in full force and effect. Notwithstanding any contrary provision hereof, the Lender's cure rights set forth in this Section 12.6 shall not delay or toll the County's right to impose the daily payment for Lessee breaches set forth in Section 10.4.

12.6.3 Manner of Curing Default. Events of Default may be cured by an Encumbrance Holder or Major Sublessee in the following manner:

(a) If the Event of Default is in the payment of rental, taxes, insurance premiums, utility charges or any other sum of money, an Encumbrance Holder or the Major Sublessee may pay the same, together with any Late Fee or interest payable thereon, to County or other payee within thirty five (35) days after its receipt of the aforesaid notice of default. If, after such payment to County, Lessee pays the same or any part thereof to County, County shall refund said payment (or portion thereof) to such Encumbrance Holder or Major Sublessee.

(b) If the Event of Default cannot be cured by the payment of money, but is otherwise curable, the default may be cured by an Encumbrance Holder or Major Sublessee as follows:

(1) The Encumbrance Holder or Major Sublessee may cure the default within sixty (60) days after the end of Lessee's cure period as provided in Section 13.1 hereof (or, if the default involves health, safety or sanitation issues, County may by written notice reduce such sixty (60) day period to thirty (30) days, such 60 or 30 day period, as applicable, being referred to herein as the "initial cure period"), provided, however, if the curing of such default reasonably requires activity over a longer period of time, the initial cure period shall be extended for such additional time as may be reasonably necessary to cure such default, so long as the Encumbrance Holder or Major Sublessee commences a cure within the initial cure period and thereafter continues to use due diligence to perform whatever acts may be required to cure the particular default. In the event Lessee commences to cure the default within Lessee's applicable cure period and thereafter fails or ceases to pursue the cure with due diligence, the Encumbrance Holder's and Major Sublessee's initial cure period shall commence upon the later of the end of Lessee's cure period or the date upon which County notifies the Encumbrance Holder and/or Major Sublessee that Lessee has failed or ceased to cure the default with due diligence.

(2) With respect to an Encumbrance Holder, but not a Major Sublessee, if before the expiration of the initial cure period, said Encumbrance Holder notifies County of its intent to commence foreclosure of its interest, and within sixty (60) days after the mailing of said notice, said Encumbrance Holder (i) actually commences foreclosure proceedings and prosecutes the same thereafter with due diligence, the initial cure period shall be extended by the time necessary to complete such foreclosure proceedings, or (ii) if said Encumbrance Holder is prevented from commencing or continuing foreclosure proceedings by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such stay, order, judgment or decree, the initial cure period shall be extended by the time necessary to obtain such release or reversal and thereafter to complete such foreclosure proceedings. Within thirty (30) days after a Foreclosure Transfer is completed, the Foreclosure Transferee shall (if such default has not been cured) commence to cure, remedy or correct the default and thereafter diligently pursue such

cure until completed in the same manner as provided in subsection (a) above. The Encumbrance Holder shall have the right to terminate its foreclosure proceeding, and the extension of any relevant cure period shall lapse, in the event of a cure by Lessee.

12.7 New Lease.

12.7.1 Obligation to Enter Into New Lease. In the event that this Lease is terminated by reasons of bankruptcy, assignment for the benefit of creditors, insolvency or any similar proceedings, operation of law, an Excluded Default or other event beyond the reasonable ability of an Encumbrance Holder to cure or remedy, or if the Lease otherwise terminates for any reason, County shall, upon the written request of any Encumbrance Holder with respect to Lessee's entire leasehold estate under this Lease or all of the Ownership Interests in Lessee (according to the priority described below if there are multiple Encumbrance Holders), enter into a new lease (which shall be effective as of the date of termination of this Lease) with the Encumbrance Holder or an affiliate thereof for the then remaining Term of this Lease on the same terms and conditions as shall then be contained in this Lease, provided that the Encumbrance Holder cures all then existing monetary defaults under this Lease, and agrees to commence a cure of all then existing non-monetary Events of Default within sixty (60) days after the new lease is entered into, and thereafter diligently pursues such cure until completion. In no event, however, shall the Encumbrance Holder be obligated to cure any Excluded Defaults. County shall notify the most junior Encumbrance Holder of a termination described in this Section 12.7 within thirty (30) days after the occurrence of such termination, which notice shall state (i) that the Lease has terminated in accordance with Section 12.7 of this Lease, and (ii) that such Encumbrance Holder has sixty (60) days following receipt of such notice within which to exercise its right to a new lease under this Section 12.7, or else it will lose such right. An Encumbrance Holder's election shall be made by giving County written notice of such election within sixty (60) days after such Encumbrance Holder has received the above-described written notice from the County. Within a reasonable period after request therefor, County shall execute and return to the Encumbrance Holder any and all documents reasonably necessary to secure or evidence the Encumbrance Holder's interest in the new lease or the Premises. From and after the effective date of the new lease, the Encumbrance Holder (or its affiliate) shall have the same rights to a single transfer that are provided in Subsection 12.2.3 above, and shall enjoy all of the other rights and protections that are provided to a Foreclosure Transferee in this Article 12. Any other subsequent transfer or assignment of such new lease shall be subject to all of the requirements of Article 11 of this Lease. If there are multiple Encumbrance Holders, this right shall inure to the most junior Encumbrance Holder in order of priority; provided, however, if such junior Encumbrance Holder shall accept the new lease, the priority of each of the more senior Encumbrance Holders shall be restored in accordance with all terms and conditions of such Encumbrances(s). If a junior Encumbrance Holder does not elect to accept the new lease within thirty (30) days of receipt of notice from County, the right to enter into a new lease shall be provided to the next most junior Encumbrance Holder, under the terms and conditions described herein, until an Encumbrance Holder either elects to accept a new lease, or no Encumbrance Holder so elects.

12.7.2 Priority of New Lease. The new lease made pursuant to this Section 12.7 shall be prior to any mortgage or other lien, charge or encumbrance on County's fee interest in the Premises, and any future fee mortgagee or other future holder of any lien on the fee interest in the Premises is hereby given notice of the provisions hereof.

12.8 Holding of Funds. Any Encumbrance Holder with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee that is an Institutional Lender shall have the right to hold and control the disbursement of (i) any insurance or condemnation proceeds to which Lessee is entitled under this Lease and that are required by the terms of this Lease to be applied to restoration of the Improvements on the Premises (provided that such funds shall be used for such restoration in accordance with the requirements of the Lease), and (ii) any funds required to be held in the Subsequent Renovation Fund and the Capital Improvement Fund (provided that such funds shall be used for the purposes required by this Lease). If more than one such Encumbrance Holder desires to exercise the foregoing right, the most senior Encumbrance Holder shall have priority in the exercise of such right.

12.9 Participation in Certain Proceedings and Decisions. Any Encumbrance Holder shall have the right to intervene and become a party in any arbitration, litigation, condemnation or other proceeding affecting this Lease. Lessee's right to make any election or decision under this Lease with respect to any condemnation settlement, insurance settlement or restoration of the Premises following a casualty or condemnation shall be subject to the prior written approval of each then existing Encumbrance Holder.

12.10 Fee Mortgages and Encumbrances. Any mortgage, deed of trust or other similar encumbrance granted by County upon its fee interest in the Premises shall be subject and subordinate to all of the provisions of this Lease and to all Encumbrances. County shall require each such fee encumbrance holder to confirm the same in writing (in a form reasonably approved by each Encumbrance Holder or its title insurer) as a condition to granting such encumbrance, although the foregoing subordination shall be automatic and self-executing whether or not such written confirmation is obtained.

12.11 No Merger. Without the written consent of each Encumbrance Holder, the leasehold interest created by this Lease shall not merge with the fee interest in all or any portion of the Premises, notwithstanding that the fee and leasehold interests are held at any time by the same person or entity.

12.12 Rights of Encumbrance Holders With Respect to Reversion. As used in this Section 12.12, the "**Reversion**" refers to the amendment of this Lease described in Section 5.1 whereby the terms and conditions of this Lease are automatically amended in accordance with the Reversion Amendment described in such Section 5.1, and the "**Reversion Condition**" refers to the condition that causes the Reversion, namely the failure of Lessee to comply with its obligations under Section 5.1 to commence and complete the Renovation Work by the applicable dates set forth in Section 5.1 (as extended by Section 5.6, if applicable). Notwithstanding anything in Section 5.1 of this Lease to the contrary, so long as an Encumbrance Holder exists with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee, the Reversion shall not occur unless and until (i) the County has given written notice of the occurrence of the Reversion Condition to each such Encumbrance Holder in accordance with Subsection 12.6.2 (which notice shall describe the Reversion Condition that has occurred, and shall include the following statement in all capital and bold letters: "**YOUR FAILURE TO COMMENCE A CURE OF THE DEFAULT DESCRIBE IN THIS NOTICE WITHIN 60 DAYS OF YOUR RECEIPT OF THIS NOTICE, AND TO THEREAFTER PURSUE SUCH CURE TO COMPLETION IN ACCORDANCE WITH THE PROVISIONS OF**

SUBSECTION 12.6.3(b) OF THE LEASE APPLICABLE TO NONMONETARY DEFAULTS, WILL RESULT IN AN AUTOMATIC AMENDMENT AND REVERSION OF THE TERMS OF THE LEASE IN ACCORDANCE WITH THE REVERSION AMENDMENT DESCRIBED IN SECTION 5.1 OF THE LEASE"), and (ii) no such

Encumbrance Holder commences a cure of the default within 60 days of its receipt of such notice and thereafter pursues such cure to completion in accordance with the provisions of Subsection 12.6.3(b) of the Lease applicable to nonmonetary defaults. Further, in the event that a Reversion occurs, such Reversion shall be subject to the "new lease" provisions of Section 12.7 of the Lease (and in such event the Reversion shall be deemed a "termination" of this Lease solely for purposes of Section 12.7 and the "new lease" to be entered into pursuant to Section 12.7 shall mean a new lease on the same terms as this Lease, not the Existing Lease).

12.13 Acceleration of Extension Fee. So long as (i) no Event of Default exists based on nonpayment of an individual Extension Fee Installment Payment (even if any other Event of Default exists that is not based on nonpayment of an individual Extension Fee Installment Payment), or (ii) if an Event of Default exists based on nonpayment of an individual Extension Fee Installment Payment, an Encumbrance Holder, Foreclosure Transferee or the single subsequent transferee of a Foreclosure Transferee pursuant to Subsection 12.2.3 cures such Event of Default by paying to County all past-due individual Extension Fee Installment Payments, together with any default interest and/or Late Fees that may be owing thereon; then County shall not declare the entire remaining unpaid Extension Fee Balance immediately due and payable, or, if County has previously declared the entire remaining unpaid Extension Fee Balance immediately due and payable, County shall rescind such acceleration and permit the reinstatement of the original payment terms of the Extension Fee (i.e., by annual payments).

13. DEFAULT.

13.1 Events of Default. The following are deemed to be "Events of Default" hereunder:

13.1.1 Monetary Defaults. The failure of Lessee to pay the rentals due, or make any other monetary payments required under this Lease (including, without limitation, payment of the Extension Fee Installment Payments or deposits to the Subsequent Renovation Fund, Capital Improvement Fund and/or FF&E Fund), within ten (10) days after written notice that said payments are overdue. Lessee may cure such nonpayment by paying the amount overdue, with interest thereon and the applicable Late Fee, within such ten (10) day period.

13.1.2 Maintenance of Security Deposit. The failure of Lessee to maintain and/or replenish the Security Deposit required pursuant to Article 7 of this Lease if not cured within ten (10) days after written notice of such failure.

13.1.3 Failure to Perform Other Obligations. The failure of Lessee to keep, perform, and observe any and all other promises, covenants, conditions and agreements set forth in this Lease, including without limitation the obligation to maintain adequate accounting and financial records, within thirty five (35) days after written notice of Lessee's failure to perform from Director; provided, however, that where Lessee's performance of such covenant, condition or agreement is not reasonably susceptible of completion within such thirty five (35) day period

and Lessee has in good faith commenced and is continuing to perform the acts necessary to perform such covenant, condition or agreement within such thirty five (35) day period, County will not exercise any remedy available to it hereunder for so long as Lessee uses reasonable due diligence in continuing to pursue to completion the performance such covenant, condition or agreement and so completes performance within a reasonable time. Notwithstanding any contrary provision of this Section 13.1.3, the proviso set forth in the immediately preceding sentence providing for an extension of the cure period beyond thirty five (35) days shall not be applicable to any failure of Lessee to comply with the Required Construction Commencement Date or Required Construction Completion Date set forth in Section 5.1 (as such dates may be extended pursuant to Sections 5.6, and subject to Section 12.12).

13.1.4 Non-Use of Premises. The abandonment, vacation, or discontinuance of use of the Premises, or any substantial portion thereof, for a period of thirty five (35) days after written notice by County, except when prevented by Force Majeure or when closed for renovations or repairs required or permitted to be made under this Lease; provided, however, if any portion of the Premises used for the operation of a restaurant is subleased to a Sublessee and such Sublessee fails to remain open for business to the public, then such failure to remain open for business shall not constitute an Event of Default under this Subsection 13.1.4 if Lessee uses its best efforts to recover possession of the restaurant from the Sublessee and to re-sublease the restaurant to another Sublessee as soon as possible; provided, further, that except as provided below the restaurant must be re-opened for business to the public no later than one hundred eighty (180) days following the date that the restaurant was first closed for business. The one hundred eighty (180) day period set forth in the immediately preceding sentence shall be tolled for delays incurred by Lessee beyond such one hundred eighty (180) day period in recovery of possession of the restaurant due to the Sublessee's bankruptcy or contest of unlawful detainer proceedings, as long as Lessee diligently continues to prosecute its action to recover possession of the restaurant. In addition, notwithstanding any contrary provision of this Subsection 13.1.4, an Event of Default shall not be triggered under this Subsection 13.1.4 due to the termination of operations by the restaurant Sublessee as long as (i) Lessee diligently attempts to re-open the restaurant as soon as reasonably possible and the restaurant is re-opened for business not later than three hundred sixty five (365) days after the date that such operations were closed, and (ii) during any period between the end of the one hundred eighty (180) day period set forth above in this Subsection 13.1.4 (as such period may be extended as provided above) and the date that the subject portion of the Premises is re-opened for business, Lessee pays County Percentage Rent for the restaurant based upon an imputed Gross Receipts for the restaurant equal to the actual Gross Receipts for the restaurant during the one year period prior to the closure of the restaurant.

Any notice required to be given by County pursuant to Subsections 13.1.1 through and including 13.1.3 shall be in addition to, and not in lieu of, any notice required under Section 1161 of the California Code of Civil Procedure.

13.2 Limitation on Events of Default. Except with respect to breaches or defaults with respect to the payment of money, Lessee shall not be considered in default as to any provision of this Lease (and no late fees or interest will be incurred) to the extent such default is the result of or pursuant to, any process, order, or decree of any court or regulatory body with jurisdiction, or any other circumstances which are physically or legally impossible to cure provided Lessee uses due

diligence in pursuing whatever is required to obtain release from or reversal of such process, order, or decree or is attempting to remedy such other circumstances preventing its performance.

13.3 Remedies. Upon the occurrence of an Event of Default, and subject to the rights of any Encumbrance Holder or Major Sublessee to cure such Event of Default as provided in Section 12.6 hereof, County shall have, in addition to any other remedies in law or equity, the following remedies which are cumulative:

13.3.1 Terminate Lease. County may terminate this Lease by giving Lessee written notice of termination. On the giving of the notice, all of Lessee's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Premises and all Improvements in broom-clean condition, and County may re-enter and take possession of the Premises and all remaining Improvements and, except as otherwise specifically provided in this Lease, eject all parties in possession or eject some and not others, or eject none. Termination under this Subsection shall not relieve Lessee from the payment of any sum then due to County or from any claim for damages against Lessee as set forth in Subsection 13.4.3, or from Lessee's obligation to remove Improvements at County's election in accordance with Article 2. County agrees to use reasonable efforts to mitigate damages, and shall permit such access to the Premises as is reasonably necessary to permit Lessee to comply with its removal obligations.

13.3.2 Keep Lease in Effect. Without terminating this Lease, so long as County does not deprive Lessee of legal possession of the Premises and allows Lessee to assign or sublet subject only to County's rights set forth herein, County may continue this Lease in effect and bring suit from time to time for rent and other sums due, and for Lessee's breach of other covenants and agreements herein. No act by or on behalf of County under this provision shall constitute a termination of this Lease unless County gives Lessee written notice of termination. It is the intention of the parties to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision.

13.3.3 Termination Following Continuance. Even though it may have kept this Lease in effect pursuant to Subsection 13.3.2, thereafter County may elect to terminate this Lease and all of Lessee's rights in or to the Premises unless prior to such termination Lessee shall have cured the Event of Default or shall have satisfied the provisions of Section 13.2, hereof. County agrees to use reasonable efforts to mitigate damages.

13.4 Damages. Should County elect to terminate this Lease under the provisions of the foregoing Section, County shall be entitled to recover from Lessee as damages:

13.4.1 Unpaid Rent. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

13.4.2 Post-Termination Rent. The worth, at the time of the award, of the unpaid rent that would have been earned under this Lease after the date of termination of this Lease until the date Lessee surrenders possession of the Premises to County; and

13.4.3 Other Amounts. The amounts necessary to compensate County for the sums and other obligations which under the terms of this Lease become due prior to, upon or as a

result of the expiration of the Term or sooner termination of this Lease, including without limitation, those amounts of unpaid taxes, insurance premiums and utilities for the time preceding surrender of possession, the cost of removal of rubble, debris and other above-ground Improvements, attorney's fees, court costs, and unpaid Administrative Charges, Net Proceeds Shares and Net Refinancing Proceeds.

13.5 Others' Right to Cure Lessee's Default. County (and any Encumbrance Holder or Major Sublessee, as provided in the last sentence of this section), at any time after Lessee's failure to perform any covenant, condition or agreement contained herein beyond any applicable notice and cure period, may cure such failure at Lessee's cost and expense. If, after delivering to Lessee two (2) or more written notices with respect to any such default, County at any time, by reason of Lessee's continuing failure, pays or expends any sum, Lessee shall immediately pay to County the lesser of the following amounts: (1) twice the amount expended by County to cure such default and (2) the amount expended by County to cure such default, plus one thousand dollars (\$1,000). To the extent practicable, County shall give any Encumbrance Holders or Major Sublessees the reasonable opportunity to cure Lessee's default prior to County's expenditure of any amounts thereon.

13.6 Default by County. County shall be in default in the performance of any obligation required to be performed by County under this Lease if County has failed to perform such obligation within thirty (30) days after the receipt of notice from Lessee specifying in detail County's failure to perform; provided, however, that if the nature of County's obligation is such that more than thirty (30) days are required for its performance, County shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion. Lessee shall have no rights as a result of any default by County until Lessee gives thirty (30) days notice to any person having a recorded interest pertaining to County's interest in this Lease or the Premises. Such person shall then have the right to cure such default, and County shall not be deemed in default if such person cures such default within thirty (30) days after receipt of notice of the default, or such longer time as may be reasonably necessary to cure the default. Notwithstanding anything to the contrary in this Lease, County's liability to Lessee for damages arising out of or in connection with County's breach of any provision or provisions of this Lease shall not exceed the value of County's equity interest in the Premises and its right to insurance proceeds in connection with the policies required under Article 9 hereof.

14. ACCOUNTING.

14.1 Maintenance of Records and Accounting Method. In order to determine the amount of and provide for the payment of the Annual Minimum Rent, Percentage Rent, Administrative Charge, Net Proceeds Share, Net Refinancing Proceeds and other sums due under this Lease, Lessee and all Sublessees shall at all times during the Term of this Lease, and for thirty six (36) months thereafter, keep, or cause to be kept, locally, to the reasonable satisfaction of Director, true, accurate, and complete records and double-entry books of account for the current and five (5) prior Accounting Years, such records to show all transactions relative to the conduct of operations, and to be supported by data of original entry. Such records shall detail transactions conducted on or from the Premises separate and apart from those in connection with Lessee's (or a Sublessee's, as applicable) other business operations, if any. With respect to the calculation of Gross Receipts and the preparation of the reports and maintenance of records required herein,

Lessee shall utilize either: (i) the accrual method of accounting, or (ii) a modified accrual method of accounting, modified in that (A) expenses are accrued on an approximate basis each month during the fiscal year with full accrual treatment for the full fiscal year financial statements, (B) Gross Receipts are reported monthly on a cash basis with full reconciliation to accrual treatment on the annual statement of Gross Receipts, and (C) depreciation is calculated on a tax basis rather than a GAAP basis.

14.2 Cash Registers. To the extent retail sales are conducted on the Premises, or other cash or credit sales of goods or services are conducted, all such sales shall be recorded by means of cash registers or computers which automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape (or other equivalent security mechanism) located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

Lessee shall cause to be implemented point of sale systems which can accurately verify all sales for audit purposes and customer review purposes, which system shall be submitted to Director in advance of installation for his approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Lessee's obligations set forth in this Section 14.2 include Lessee's obligation to insure that Lessee's Sublessees (including licensees, permittees, concessionaires and any other occupants of any portion of the Premises) keep records sufficient to permit County and County's auditors to determine the proper levels of Percentage Rent and other sums due under this Lease.

14.3 Statement; Payment. No later than the fifteenth (15th) day of each calendar month, Lessee shall render to County a detailed statement showing Gross Receipts during the preceding calendar month, together with its calculation of the amount payable to County under Sections 4.2 through 4.8 inclusive, and shall accompany same with remittance of amount so shown to be due.

14.4 Availability of Records for Inspector's Audit. Books of account and records for the then current and five (5) prior Accounting Years as hereinabove required shall be kept or made available at the Premises or at another location within Los Angeles County, and County and other governmental authorities shall have the right at any reasonable times and on reasonable prior notice to examine and audit said books and records, without restriction, for the purpose of determining the accuracy thereof and of the monthly statements of Gross Receipts derived from occupancy of the Premises and the compliance of Lessee with the terms of this Lease and other governmental requirements. This Section 14.4 shall survive the expiration of the Term or other termination of this Lease for thirty six (36) months after such expiration or termination.

For purposes of clarification, in addition to application of this Section 14.4 to portions of the Term after the Effective Date, this Section 14.4 shall also apply with respect to unaudited periods under the Existing Lease from and after April 1, 2013. In the event of any deficiency in the payment of percentage rent under the Existing Lease for the period between April 1, 2013 through the date preceding the Effective Date, Lessee shall be liable for the entire deficiency regardless of whether the deficiency pertains to percentage rent attributable to the Premises or

percentage rent attributable to the Parcel 43 Premises. Such liability of Lessee shall be joint and several with the Parcel 43 Lessee with respect to any portion of the deficiency that pertains to percentage rent attributable to the Parcel 43 Premises.

14.4.1 Entry by County. Upon at least one (1) business day advance notice, County and its duly authorized representatives or agents may enter upon the Premises at any and all reasonable times during the Term of this Lease for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County.

14.5 Cost of Audit. In the event that, for any reason, Lessee does not make available its (or its Sublessee's) original records and books of account at the Premises or at a location within Los Angeles County, Lessee agrees to pay all expenses incurred by County in conducting any audit at the location where said records and books of account are maintained. In the event that any audit discloses a discrepancy in County's favor of greater than two percent (2%) of the revenue due County for the period audited, then Lessee shall pay County audit contract costs, together with the amount of any identified deficiency, with interest thereon and Late Fee provided by Section 4.5.

14.6 Additional Accounting Methods. Upon written notice from County, County may require the installation of any additional accounting methods or machines which are typically used by major hotel management companies and which County reasonably deems necessary if the system then being used by Lessee does not adequately verify sales for audit or customer receipt purposes.

14.7 Accounting Year. The term "**Accounting Year**" as used herein shall mean each calendar year during the Term.

14.8 Annual Financial Statements. Within six (6) months after the end of each Accounting Year, or at Lessee's election, after the completion of Lessee's fiscal year, Lessee shall furnish to County a set of audited and certified financial statements prepared by a Certified Public Accountant who is a member of the American Institute of Certified Public Accountants and is satisfactory to County, setting forth Lessee's financial condition and the result of Lessee's operations for such Accounting Year and shall include a certification of and unqualified opinion concerning Lessee's Gross Receipts (including a breakdown by category). All financial statements prepared by or on behalf of Lessee shall be prepared in a manner that permits County to determine the financial results of operations in connection with Lessee's activities at, from or relating to the Premises, notwithstanding that Lessee may have income and expenses from other activities unrelated to its activities on the Premises.

14.9 Accounting Obligations of Sublessees. Lessee shall cause all Sublessees and others conducting business operations on or from the Premises to comply with all terms of this Article 14 with respect to the maintenance, form, availability and methodology of accounting records and the delivery to County of audited certified financial statements and unqualified opinions as to Gross Receipts. County shall provide written notice to Lessee of the failure of any Sublessee or other person or entity to comply with this Section after County's discovery of such failure, and provide Lessee with the right to cure any failure to so comply by payment to County

of amounts which may be owing to County, as shown on an audit conducted by County, or on an audit supplied by Lessee or such Sublessee or other person or entity, and accepted by County, or as otherwise determined pursuant to Section 14.10. In such event County shall permit Lessee to subrogate to any right of County to enforce this provision against such Sublessee or other person or entity, to the extent Lessee does not have a direct right of enforcement against such Sublessee or other person or entity.

14.10 Inadequacy of Records. In the event that Lessee or its Sublessees (including licensees or concessionaires) fail to keep the records required by this Article 14 such that a Certified Public Accountant is unable to issue an unqualified opinion as to Gross Receipts, such failure shall be deemed a breach of this Lease by Lessee. In addition to the other remedies available to County at law or equity as a result of such breach, County may prepare a calculation of the Percentage Rent payable by Lessee during the period in which the accounting records were inadequately maintained. Such calculation may be based on the past Gross Receipts levels on or from the Premises, the past or present level of Gross Receipts experienced by tenants of comparable leaseholds in Marina del Rey with comparable business operations, or any other method as reasonably determined by Director and shall utilize such methodology as Director deems reasonable. Within five (5) days after receipt of County's determination of Percentage Rent due, if any, Lessee shall pay such Percentage Rent, together with a late fee of six percent (6%) and interest to the date of payment at the Applicable Rate from the date upon which each unpaid installment of Percentage Rent was due, together with County's Actual Cost in connection with the attempted audit of the inadequate records and the reconstruction and estimation of Gross Receipts and the calculation of Percentage Rent due.

15. MISCELLANEOUS.

15.1 Quiet Enjoyment. Lessee, upon performing its obligations hereunder, shall have the quiet and undisturbed possession of the Premises throughout the Term of this Lease, subject, however, to the terms and conditions of this Lease.

15.2 Time is of the Essence. Except as specifically otherwise provided for in this Lease, time is of the essence of this Lease and applies to all times, restrictions, conditions, and limitations contained herein.

15.3 County Costs. Lessee shall promptly reimburse County for the Actual Costs incurred by County in the review, negotiation, preparation and documentation of this Lease and the term sheets and memoranda that preceded it.

15.4 County Disclosure and Lessee's Waiver.

15.4.1 Disclosures and Waiver.

15.4.1.1 "AS IS". Lessee acknowledges that it is currently in possession of the Premises and that Lessee or its predecessor-in-interest has continuously occupied and/or managed and operated the Premises since 1962. Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party to this Lease, at the time of the execution of this Lease by Lessee and Lessee hereby represents that it has

performed all investigations necessary, including without limitation soils and engineering inspections, in connection with its acceptance of the Premises "AS IS".

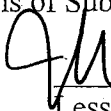
15.4.1.2 Lessee acknowledges that it may incur additional engineering and construction costs above and beyond those contemplated by either party to this Lease at the time of the execution hereof and Lessee agrees that, it will make no demands upon County for any construction, alterations, or any kind of labor that may be necessitated in connection therewith.

15.4.1.3 Lessee hereby waives, withdraws, releases, and relinquishes any and all claims, suits, causes of action (other than a right to terminate as otherwise provided in this Lease), rights of rescission, or charges against County, its officers, agents, employees or volunteers which Lessee now has or may have or asserts in the future which are based upon any defects in the physical condition of the Premises and the soil thereon and thereunder, regardless of whether or not said conditions were known at the time of the execution of this instrument. The waiver and release set forth in this Subsection 15.4.1.3 (i) shall not apply to the Excluded Conditions, and (ii) shall not alter the parties' rights and obligations under the Existing Lease with respect to any abandoned wells or other environmental conditions existing on the Premises as of the Effective Date.

15.4.1.4 California Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

By initialing this paragraph, Lessee acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code §1542 set forth above, and agrees to all of the provisions of Subsection 15.4.1.3 above.



Lessee's Initials

15.4.2 Right of Offset. Lessee acknowledges that the rent provided for in this Lease has been agreed upon in light of Lessee's construction, maintenance and repair obligations set forth herein, and, notwithstanding anything to the contrary provided in this Lease or by applicable law, Lessee hereby waives any and all rights, if any, to make repairs at the expense of County and to deduct or offset the cost thereof from the Annual Minimum Rent, Monthly Minimum Rent, Percentage Rent or any other sums due County hereunder.

15.5 Holding Over. If Lessee holds over after the expiration of the Term for any cause, with or without the express or implied consent of County, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, the Minimum Monthly Rent and Percentage Rent rates in effect

at the end of the Term shall be increased to one hundred twenty-five percent (125%) of such previously effective amounts. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Such holding over shall include any time employed by Lessee to remove machines, appliances and other equipment during the time periods herein provided for such removal, except as expressly provided in Subsection 2.3.2 with respect to any Post Term Removal Period.

Nothing contained herein shall be construed as consent by County to any holding over by Lessee, and County expressly reserves the right to require Lessee to surrender possession of the Premises to County as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section 15.5 shall not be deemed to limit or constitute a waiver of any other rights or remedies of County provided at law or in equity. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to County accruing therefrom, Lessee shall protect, defend, indemnify and hold County harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant ground lessee (or subtenant) arising from such failure to surrender, and any lost profits to County resulting therefrom, provided that County notifies Lessee that Lessee's failure to timely surrender the Premises will cause County to incur such lost profits.

15.6 Waiver of Conditions or Covenants. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of either party to require exact full and complete compliance with any of the covenants, conditions, terms, or agreements of this Lease be construed as in any manner changing the terms hereof or estopping that party from enforcing the full provisions hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement of County and Lessee. No delay, failure, or omission of County to re-enter the Premises or of either party to exercise any right, power, privilege, or option, arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revive "time of the essence" after the waiver by County of any default. Except as specifically provided in this Lease, no option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances.

15.7 Remedies Cumulative. The rights, powers, options, and remedies given County by this agreement shall be cumulative except as otherwise specifically provided for in this Lease.

15.8 Authorized Right of Entry. In any and all cases in which provision is made herein for termination of this Lease, or for exercise by County of right of entry or re-entry upon the Premises in the case of an Event of Default, or in case of abandonment or vacation of the Premises by Lessee, Lessee hereby irrevocably authorizes County to enter upon the Premises and remove any and all persons and property whatsoever situated upon the Premises and place all or any portion of said property, except such property as may be forfeited to County, in storage for the account of and at the expense of Lessee.

Except to the extent arising out of or caused by the gross negligence or willful misconduct of County, Lessee agrees to indemnify, defend and save harmless County from any cost, expense, loss or damage arising out of or caused by any such entry or re-entry upon the Premises in the case of an Event of Default, including the removal of persons and property and storage of such property by County and its agents.

15.9 Place of Payment and Filing. All rentals shall be paid to and all statements and reports herein required and other items deliverable to County hereunder shall be filed with or delivered to the Department. Checks, drafts, letters of credit and money orders shall be made payable to the County of Los Angeles.

15.10 Service of Written Notice or Process. Any notice required to be sent under this Lease shall be in compliance with and subject to this Section 15.10. If Lessee is not a resident of the State of California, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee shall file with Director a designation of a natural person residing in the County of Los Angeles, State of California, or a service company, such as CT Corporation, which is authorized to accept service, giving his or its name, residence, and business address, as the agent of Lessee for the service of process in any court action between Lessee and County, arising out of or based upon this Lease, and the delivery to such agent of written notice or a copy of any process in such action shall constitute a valid service upon Lessee.

If for any reason service of such process upon such agent is not possible, then any officer of Lessee may be personally served with such process outside of the State of California and such service shall constitute valid service upon Lessee; and it is further expressly agreed that Lessee is amenable to such process and submits to the jurisdiction of the court so acquired and waives any and all objection and protest thereto.

Written notice addressed to Lessee at the addresses below-described, or to such other address that Lessee may in writing file with Director, shall be deemed sufficient if said notice is delivered personally, by telecopy or facsimile transmission or, provided in all cases there is a return receipt requested (or other similar evidence of delivery by overnight delivery service) and postage or other delivery charges prepaid, by registered or certified mail posted in the County of Los Angeles, California, Federal Express or DHL, or such other services as Lessee and County may mutually agree upon from time to time. Each notice shall be deemed received and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run from the date of actual receipt of the notice by the addressee thereof in the case of personal delivery, telecopy or facsimile transmission if before 5:00 p.m. on regular business days, or upon the date of delivery or attempted delivery in the case of registered or certified mail, as evidenced by the mail receipt (but in any case not later than the date of actual receipt).

Copies of any written notice to Lessee shall also be simultaneously mailed to any Encumbrance Holder, Major Sublessee or encumbrancer of such Major Sublessee of which County has been given written notice and an address for service. Notice given to Lessee as provided for herein shall be effective as to Lessee notwithstanding the failure to send a copy to such Encumbrance Holder, Major Sublessee or encumbrancer.

As of the date of execution hereof, the persons authorized to receive notice on behalf of County and Lessee are as follows:

COUNTY: Director
Department of Beaches and Harbors
Los Angeles County
13837 Fiji Way
Marina del Rey, California 90292
Phone: 310/305-9522
Fax: 310/821-6345

With a Copy to: Office of County Counsel
Los Angeles County
500 West Temple Street
Los Angeles, California 90012
Attn: County Counsel
Phone: 213/974-1801
Fax: 213/617-7182

LESSEE: IWF MDR Hotel, L.P.
1933 Cliff Drive
Santa Barbara, CA 93109
Attn: President
Phone: 805/957-0095
Fax: 805/957-0082

With a Copy to: Cox, Castle & Nicholson LLP
2049 Century Park East
28th Floor
Los Angeles, California 90067
Attn: Ira J. Waldman, Esq.
Phone: 310/277-4222
Fax: 310/277-7889

Either party shall have the right to change its notice address by written notice to the other party of such change in accordance with the provisions of this Section 15.10.

15.11 Interest. In any situation where County has advanced sums on behalf of Lessee pursuant to this Lease, such sums shall be due and payable within five (5) days after Lessee's receipt of written demand, together with interest at the Applicable Rate (unless another rate is specifically provided herein) from the date such sums were first advanced, until the time payment is received. In the event that Lessee repays sums advanced by County on Lessee's behalf with interest in excess of the maximum rate permitted by Applicable Laws, County shall either refund such excess payment or credit it against subsequent installments of Annual Minimum Rent and Percentage Rent.

15.12 Captions. The captions contained in this Lease are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Lease.

15.13 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Lease, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation reasonable attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party, and also including all fees, costs and expenses incurred in executing, perfecting, enforcing and collecting any judgment.

15.14 Amendments. This Lease may only be amended in writing executed by duly authorized officials of Lessee and County. Notwithstanding the foregoing, Director shall have the power to execute such amendments to this Lease as are necessary to implement any arbitration judgment issued pursuant to this Lease. Subject to Section 16.13, no amendment shall be binding upon an Encumbrance Holder as to which County has been notified in writing, unless the consent of such Encumbrance Holder is obtained with respect to such amendment.

15.15 Time For Director Approvals. Except where a different time period is specifically provided for in this Lease, whenever in this Lease the approval of Director is required, approval shall be deemed not given unless within thirty (30) days after the date of the receipt of the written request for approval from Lessee, Director either (a) approves such request in writing, or (b) notifies Lessee that it is not reasonably possible to complete such review within the thirty (30)-day period, provides a final date for approval or disapproval by Director (the "**Extended Time**") and approves such request in writing prior to such Extended Time. If Director does not approve such request in writing within such Extended Time, the request shall be deemed to be disapproved. If Director disapproves a matter that requires its approval under this Lease, then Director shall notify Lessee in writing of the reason or reasons for such disapproval.

15.16 Time For County Action. Notwithstanding anything to the contrary contained in this Lease, wherever Director determines that a County action required hereunder necessitates approval from or a vote of one or more of County's boards or commissions or County's Board of Supervisors, the time period for County performance of such action shall be extended as is reasonably necessary in order to secure such approval or vote, and County shall not be deemed to be in default hereunder in the event that it fails to perform such action within the time periods otherwise set forth herein.

15.17 Estoppel Certificates. Each party agrees to execute, within ten (10) business days after the receipt of a written request therefor from the other party, a certificate stating: (i) that this Lease is in full force and effect and is unmodified (or stating otherwise, if true); (ii) that, to the best knowledge of such party, the other party is not then in default under the terms of this Lease (or stating the grounds for default if such be the case); and (iii) if requested, the amount of the Security Deposit, Annual Minimum Rent, Percentage Rent and other material economic terms and conditions of this Lease. Prospective purchasers, Major Sublessees and Encumbrance Holders may rely on such statements.

15.18 Indemnity Obligations. Whenever in this Lease there is an obligation to indemnify, hold harmless and/or defend, irrespective of whether or not the obligation so specifies, it shall

include the obligation to defend and pay reasonable attorney's fees, reasonable expert fees and court costs.

15.19 Controlled Prices. Lessee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Premises, whether the same are supplied by Lessee or by its Sublessees, assignees, concessionaires, permittees or licensees. Said prices shall be fair and reasonable, based upon the following two (2) considerations: first, that the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost; and second, that Lessee is entitled to a fair and reasonable return upon his investment pursuant to this Lease. In the event that Director notifies Lessee that any of said prices are not fair and reasonable, Lessee shall have the right to confer with Director and to justify said prices. If, after reasonable conference and consultation, Director shall determine that any of said prices are not fair and reasonable, the same shall be modified by Lessee or its Sublessees, assignees, concessionaires, permittees or licensees, as directed. Lessee may appeal the determination of Director to the Board, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by Director shall be the maximum charged by Lessee.

15.20 Waterfront Promenade. The Renovation Work includes the development (or as applicable, renovation) by Lessee of a continuous pedestrian walkway with landscaping, lighting, seating, fencing and other improvements (the "**Promenade**") as described in the Renovation Plan and in accordance with the Final Plans and Specifications for such work described in Article 5. County hereby reserves a public easement for access over and use of the Promenade for fire lane uses, pedestrian purposes and such other related uses (including, if approved by County, bicycling, rollerblading and similar activities) as may be established by County from time to time, all in accordance with such rules and regulations as are promulgated from time to time by County regulating such public use. Such public easement shall also include the public use of any restrooms that are designated on the Renovation Plan or Final Plans and Specifications as public restrooms. Lessee shall be responsible for the maintenance and repair of the Promenade in accordance with commercially reasonable maintenance and repair standards for the Promenade established by County from time to time on a nondiscriminatory basis. The exact legal description of the Premises encumbered by the public easement reserved herein shall be established based upon the final as-built drawings for the Promenade to be delivered by Lessee upon the completion thereof in accordance with the terms and provisions of Subsection 5.7.7 of this Lease. At the request of either party, such legal description shall be recorded in the Official Records of Los Angeles County as a supplement to this Lease.

16. ARBITRATION.

Except as otherwise provided by this Article 16, disputed matters which may be arbitrated pursuant to this Lease shall be settled by binding arbitration in accordance with the then existing provisions of the California Arbitration Act, which as of the date hereof is contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280.

(a) Either party (the "**Initiating Party**") may initiate the arbitration process by sending written notice ("**Request for Arbitration**") to the other party (the "**Responding Party**") requesting initiation of the arbitration process and setting forth a

brief description of the dispute or disputes to be resolved and the contention(s) of the Initiating Party. Within ten (10) days after service of the Request for Arbitration, the Responding Party shall file a “**Response**” setting forth the Responding Party’s description of the dispute and the contention(s) of Responding Party. If Responding Party has any “**Additional Disputes**” he shall follow the format described for the Initiating Party. The Initiating Party will respond within ten (10) days after service of the Additional Disputes setting forth Initiating Party’s description of the Additional Disputes and contentions regarding the Additional Disputes.

(b) Notwithstanding anything to the contrary which may now or hereafter be contained in the California Arbitration Act, the parties agree that the following provisions shall apply to any and all arbitration proceedings conducted pursuant to this Lease:

16.1 Selection of Arbitrator. The parties shall attempt to agree upon an arbitrator who shall decide the matter. If, for any reason, the parties are unable to agree upon the arbitrator within ten (10) days of the date the Initiating Party serves a request for arbitration on the Responding Party, then at any time on or after such date either party may petition for the appointment of the arbitrator as provided in California Code of Civil Procedure Section 1281.6.

16.2 Arbitrator. The arbitrator shall be a retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any United States District Court or Court of Appeals located within the State, who has agreed to resolve civil disputes.

16.3 Scope of Arbitration. County and Lessee affirm that the mutual objective of such arbitration is to resolve the dispute as expeditiously as possible. The arbitration process shall not apply or be used to determine issues other than (i) those presented to the arbitrator by the Initiating Party provided those disputes are arbitrable disputes pursuant to this Lease, (ii) Additional Disputes presented to the arbitrator by the Responding Party, provided that any such Additional Disputes constitute arbitrable disputes pursuant to this Lease and (iii) such related preliminary or procedural issues as are necessary to resolve (i) and/or (ii) above. The arbitrator shall render an award. Either party may, at its sole cost and expense, request a statement of decision explaining the arbitrator’s reasoning which shall be in such detail as the arbitrator may determine. Unless otherwise expressly agreed by the parties in writing, the award shall be made by the arbitrator no later than the sooner of six (6) months after the date on which the arbitrator is selected by mutual agreement or court order, whichever is applicable, or five (5) months after the date of a denial of a petition to disqualify a potential arbitrator for cause. County and Lessee hereby instruct the arbitrator to take any and all actions deemed reasonably necessary, appropriate or prudent to ensure the issuance of an award within such period. Notwithstanding the foregoing, failure to complete the arbitration process within such period shall not render such arbitration or any determination made therein void or voidable; however, at any time after the expiration of the foregoing five (5) or six (6) month periods, as applicable, either party may deliver written notice to the arbitrator and the other party either terminating the arbitration or declaring such party’s intent to terminate the arbitration if the award is not issued within a specified number of days after delivery of such notice. If the arbitrator’s award is not issued prior to the expiration of said specified period, the arbitration shall be terminated and the parties shall recommence arbitration proceedings pursuant to this Article 16.

16.4 Immunity. The parties hereto agree that the arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator pursuant to this Lease.

16.5 Section 1282.2. The provisions of Code of Civil Procedure § 1282.2 shall apply to the arbitration proceedings except to the extent they are inconsistent with the following:

(1) Unless the parties otherwise agree, the arbitrator shall appoint a time and place for the hearing and shall cause notice thereof to be served as provided in said § 1282.2 not less than ninety (90) days before the hearing, regardless of the aggregate amount in controversy.

(2) No later than sixty (60) days prior to the date set for the hearing (unless, upon a showing of good cause by either party, the arbitrator establishes a different period), in lieu of the exchange and inspection authorized by Code of Civil Procedure § 1282.2(a)(2)(A), (B) and (C), the parties shall simultaneously exchange the following documents by personal delivery to each other and to the arbitrator:

(a) a written Statement of Position, as further defined below, setting forth in detail that party's final position regarding the matter in dispute and specific numerical proposal for resolution of monetary disputes;

(b) a list of witnesses each party intends to call at the hearing, designating which witnesses will be called as expert witnesses and a summary of each witness's testimony;

(c) a list of the documents each intends to introduce at the hearing, together with complete and correct copies of all of such documents; and,

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence (as defined below) each intends to introduce at the hearing, together with complete and correct copies of all of such Written Appraisal Evidence.

(3) No later than twenty (20) days prior to the date set for the hearing, each party may file a reply to the other party's Statement of Position ("**Reply**"). The Reply shall contain the following information:

(a) a written statement, to be limited to that party's rebuttal to the matters set forth in the other party's Statement of Position;

(b) a list of witnesses each party intends to call at the hearing to rebut the evidence to be presented by the other party, designating which witnesses will be called as expert witnesses;

(c) a list of the documents each intends to introduce at the hearing to rebut the evidence to be presented by the other party, together with complete and correct copies of all of such documents (unless, upon a showing of good

cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents);

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence, or written critiques of the other party's Written Appraisal Evidence if any, each intends to introduce at the hearing to rebut the evidence presented by the other party, together with complete and correct copies of all of such Written Appraisal Evidence (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such Written Appraisal Evidence); and

(e) Witnesses or documents to be used solely for impeachment of a witness need not be identified or produced.

(4) The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

16.6 Statements of Position. The Statement of Position to be delivered by Section 16.5 shall comply with the following requirements:

(1) Where the dispute involves rent to be charged, market values, insurance levels or other monetary amounts, the Statements of Position shall numerically set forth the existing minimum rent, percentage rent, market value, insurance level and/or other monetary amounts in dispute, the party's proposed new minimum rent, percentage rent, market value, insurance level and/or other monetary amounts, and shall additionally set forth the facts supporting such party's position.

(2) If the dispute relates to Improvement Costs, the Statements of Position shall set forth the facts supporting such party's position and the amount of each cost which the party believes should be allowed or disallowed.

16.7 Written Appraisal Evidence. Neither party may, at any time during the proceedings, introduce any written report which expresses an opinion regarding Fair Market Rental Value or the fair market value of the Premises, or any portion thereof ("**Written Appraisal Evidence**"), unless such Written Appraisal Evidence substantially complies with the following standards: it shall describe the Premises; identify the uses permitted thereon; describe or take into consideration the terms, conditions and restrictions of this Lease; correlate the appraisal method(s) applied; discuss the relevant factors and data considered; review rentals paid by lessees in Marina del Rey and other marina locations within Southern California who are authorized to conduct similar activities on comparable leaseholds; and, describe the technique of analysis, limiting conditions and computations that were used in the formulation of the valuation opinion expressed. With respect to disputes regarding Fair Market Rental Value, such Written Appraisal Evidence shall express an opinion regarding the fair market rental value of the Premises as prescribed by Section 4.4.1. Written Appraisal Evidence in connection with disputes arising out of Article 6 of this Lease shall predicate any valuation conclusions contained therein on the Income Approach.

Written Appraisal Evidence shall in all other respects be in material conformity and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute or any successor entity.

16.8 Evidence. The provisions of Code of Civil Procedure § 1282.2(a)(2)(E) shall not apply to the arbitration proceeding. The arbitrator shall have no discretion to allow a party to introduce witnesses, documents or Written Appraisal Evidence (other than impeachment testimony) unless such information was previously delivered to the other party in accordance with Section 16.5 and, in the case of Written Appraisal Evidence, substantially complies with the requirements of Section 16.7, or such evidence consists of a transcript of a deposition of an expert witness conducted pursuant to Section 16.9. Notwithstanding the foregoing, the arbitrator may allow a party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other party in accordance with Section 16.5, provided such evidence is otherwise permissible hereunder.

16.9 Discovery. The provisions of Code of Civil Procedure § 1283.05 shall not apply to the arbitration proceedings except to the extent incorporated by other sections of the California Arbitration Act which apply to the arbitration proceedings. There shall be no pre-arbitration discovery except as provided in Section 16.5; provided, however, each party shall have the right, no later than seven (7) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other party as an expert witness pursuant to Sections 16.5 (2)(b) or 16.5 (3)(b).

16.10 Awards of Arbitrators.

16.10.1 Monetary Issues. With respect to monetary disputes (including without limitation disputes regarding Percentage Rent, Fair Market Rental Value and the amount of coverage under the policies of insurance required pursuant to Article 9 of this Lease), the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position. The arbitrator shall instead select whichever of the two Statements of Position is the closest to the monetary or numerical amount that the arbitrator determines to be the appropriate determination of the rent, expense, claim, cost, delay, coverage or other matter in dispute and shall render an award consistent with such Statement of Position. For purposes of this Section 16.10, each dispute regarding Annual Minimum Rent, each category of Percentage Rent and the amount of required insurance coverage shall be considered separate disputes (a “**Separate Dispute**”). While the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position concerning a Separate Dispute, the arbitrator shall have the right, if the arbitrator so chooses, to choose one party’s Statement of Position on one or more of the Separate Disputes, while selecting the other party’s Statement of Position on the remaining Separate Disputes. For example, if the parties are unable to agree on the Annual Minimum Rent and three Percentage Rent categories to be renegotiated pursuant to Section 4.4 and the amount of liability insurance coverage to be renegotiated pursuant to Section 9.6, then there shall be five Separate Disputes and the arbitrator shall be permitted to select the County’s Statement of Position with respect to none, some or all of such five Separate Disputes and select the Lessee’s Statement of Position, on the balance, if any, of such five Separate Disputes. Upon the arbitrator’s selection of a Statement of Position, pursuant to this Article 16, the Statement of

Position so chosen and the award rendered by the arbitrator thereon shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.10.2 Nonmonetary Issues. With respect to nonmonetary issues and disputes, the arbitrator shall determine the most appropriate resolution of the issue or dispute, taking into account the Statements of Position submitted by the parties, and shall render an award accordingly. Such award shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.11 Powers of Arbitrator. In rendering the award, the arbitrator shall have the power to consult or examine experts or authorities not disclosed by a party pursuant to Section 16.5(2) hereof, provided that each party is afforded the right to cross-examine such expert or rebut such authority.

16.12 Costs of Arbitration. Lessee and County shall equally share the expenses and fees of the arbitrator, together with other expenses of arbitration incurred or approved by the arbitrator. Failure of either party to pay its share of expenses and fees constitutes a material breach of such party's obligations hereunder.

16.13 Amendment to Implement Judgment. Within ten (10) days after the issuance of any award by the arbitrator becomes final, if the award involves the adjustment of the rent, insurance levels or other matters under the Lease, then County will draft a proposed amendment to the Lease setting forth the relevant terms of such award and transmit such proposed amendment to Lessee and any Encumbrance Holder(s) as to which County has been provided written notice, for their review. Within ten (10) days after delivery of the proposed amendment to Lessee and such Encumbrance Holder(s) for their review, Lessee or any such Encumbrance Holder(s) shall have the right to notify County in writing of any deficiencies or errors in the proposed amendment. If County does not receive notice of a deficiency or error within such ten (10) day period, then Lessee shall execute the amendment within seven (7) days after the end of such ten (10) day period and such amendment shall be binding on Lessee and all Encumbrance Holders. If the parties (including an Encumbrance Holder) shall, in good faith, disagree upon the form of any such amendment, such disagreement shall be submitted to the arbitrator for resolution. Upon execution by Lessee, any amendment described in this Section 16.13 shall thereafter be executed by County as soon as reasonably practicable.

16.14 Impact of Gross Error Allegations. Where either party has charged the arbitrator with Gross Error:

16.14.1 The award shall not be implemented if the party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitration award ("**Disqualification Judgment**"). In the event of a Disqualification Judgment, the arbitration process shall begin over immediately in accordance with this Section 16.14, which arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

16.14.2 The party alleging Gross Error shall have the burden of proof.

16.14.3 For the purposes of this Section 16.14, the term "**Gross Error**" shall mean that the arbitration award is subject to vacation pursuant to California Code of Civil Procedure § 1286.2 or any successor provision.

16.15 Notice.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.



Initials of Lessee

Initials of County

17. DEFINITION OF TERMS; INTERPRETATION.

17.1 Meanings of Words Not Specifically Defined. 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 Section 1.1, are to be construed according to such technical, peculiar, and appropriate meaning or definition.

17.2 Tense; Gender; Number; Person. 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 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, partnership, limited liability company or similar entity, as well as a natural person.

17.3 Business Days. For the purposes of this Lease, "**business day**" shall mean a business day as set forth in Section 9 of the California Civil Code, and shall include "Optional Bank Holidays" as defined in Section 7.1 of the California Civil Code.

17.4 Parties Represented by Consultants, Counsel. Both County and Lessee have entered this Lease following advice from independent financial consultants and legal counsel of their own choosing. This document is the result of combined efforts of both parties and their

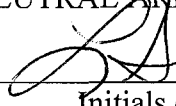
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WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

Initials of Lessee



Initials of County

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consultants and attorneys. Thus, any rule of law or construction which provides that ambiguity in a term or provision shall be construed against the draftsman shall not apply to this Lease.

17.5 Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

17.6 Reasonableness Standard. Except where a different standard or an express response period is specifically provided herein, whenever the consent of County or Lessee is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and whenever this Lease grants County or Lessee the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, County and Lessee shall act reasonably and in good faith. These provisions shall only apply to County acting in its proprietary capacity.

17.7 Compliance with Code. County and Lessee agree and acknowledge that this Lease satisfies the requirements of Sections 25536 and 25907 of the California Government Code as a result of various provisions contained herein.

17.8 Memorandum of Lease. The parties hereto shall execute and acknowledge a memorandum of lease extension, in recordable form and otherwise satisfactory to the parties hereto, for recording as soon as is practicable on or following the Effective Date.

17.9 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Lease as of the Effective Date.

THE COUNTY OF LOS ANGELES

By:

Mark Ridley-Thomas
Chair, Board of Supervisors

IWF MDR HOTEL, L.P., a California limited partnership

By: IWF MDR Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: _____
Name: _____
Title: _____

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors



By:

Sachelle Smith
Deputy

AUG 28 2013

APPROVED AS TO FORM:

JOHN F. KRATTLI,
COUNTY COUNSEL

By:

[Signature]
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By:

[Signature]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30

MAY 17 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

IN WITNESS WHEREOF, County and Lessee have entered into this Lease as of the Effective Date.

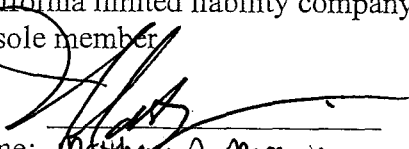
THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

IWF MDR HOTEL, L.P., a California limited partnership

By: IWF MDR Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: 
Name: Matthew D. Margolis
Title: President

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI,
COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Parcels 718 and 720, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 through 70, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, State of California.

EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the northwesterly corner of said Parcel 718; thence North 60°00'00" East, along the northwesterly line of said Parcel 718, a distance of 578.76 feet to the most northerly corner of said Parcel 718; thence South 54°19'21" West 167.99 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 41.00 feet; thence South 30°00'00" East 34.00 feet; thence North 60°00'00" East 41.00 feet; thence North 30°00'00" West 34.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the most northerly corner of said Parcel 720; thence South 30°00'00" East, along the northeasterly line of said Parcel 720, a distance of 150 feet to the most easterly corner of said Parcel 720; thence South 73°23'09" West 137.91 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 104.00 feet; thence North 30°00'00" West 45.00 feet; thence North 60°00'00" East 104.00 feet; thence South 30°00'00" East 45.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons lying at or below a depth of 500 feet from the surface, but without any right of entry upon the surface or the first 500 feet below the surface, as reserved to the defendants in a Final Order of Condemnation, had in Superior Court Case No. S.M.C. 5262, certified copies of which were recorded on December 5, 1958, in Book D297, page 221, of Official Records, in the office of said Registrar-Recorder/County Clerk, and on August 21, 1959, in Book D580, page 230, of said Official Records.

RESERVING therefrom to the County of Los Angeles easements for sanitary sewer, fire access, harbor utility, and storm drain purposes within those portions thereof designated on said map to be reserved by said county for such purposes.

EXHIBIT B
RENOVATION PLAN

PARCEL 42 LEASE EXTENSION OPTION

MARINA DEL REY HOTEL

RENOVATION PLAN

Initials _____

TERM SHEET EXHIBIT – RENOVATION PLAN – PARCEL 42

December 11, 2009

| | |
|-------------------------|--|
| <i>Term Sheet Item</i> | <i>Lessee Proposal</i> <i>Parcel 42</i> |
| 1) SCOPE OF WORK | |

| | |
|---|---|
| a) Hotel | |
| <ul style="list-style-type: none">• Demolition (of existing improvements prior to commencing work) | Exterior demolition to consist of: <ul style="list-style-type: none">• Exterior doors and windows (to be replaced)• Canvas awning and entry awnings porte-cochere• Balcony railings and divider panels (to be replaced)• Entry doors (to be replaced)• Gazebo on terrace• Portion of unloading screen wall and gate (to be reconfigured)• Perimeter railing at terraces (to be replaced)• Mechanical equipment enclosure next to stairway (west) and flue to roof• Stairwell railing (to be replaced) |
| <ul style="list-style-type: none">• New building construction | Exterior construction to consist of: <ul style="list-style-type: none">• New entry structure eyebrow with glazing accent, oversized glass doors and new storefront• Radiused entry canopy• Façade “pop-outs” of 6” (see elevations) to break up linear elevation and provide color contrast in stucco finish• Arched acrylic/stainless steel eyebrows over alternating sliding doors/windows per elevations• New decorative surfacing at terrace and pool deck, addition of cabanas at guestrooms• Addition of hot tub on pool deck• Glass guardrail at perimeter of terraces• Redesigned entry drive, guest drop-off and parking layout with new landscaping• New perimeter promenade per “The Marina Walk” waterfront guidelines |

Initials _____

| | |
|--|---|
| b) Promenade | |
| <ul style="list-style-type: none"> • Design and materials | Promenade surfacing to be stamped concrete in the “wave” pattern per “The Marina Walk” guidelines or like quality to conform with hotel design. A 20’ minimum width fire lane to be provided on the 3 seawall sides of the hotel. Balance of existing promenade width (± 4’-0”) to have amenities as described below, with the addition of uplit palm and accent trees with underplanting per the guidelines. |
| <ul style="list-style-type: none"> • Guardrail, lighting and bench | Existing guardrail to remain. Decorative light poles, benches and trash receptacles provided per “The Marina Walk” guidelines, adjusted to existing site conditions. |
| c) Signage | |
| <ul style="list-style-type: none"> • New signage program | <p>Refurbished and updated main entrance sign at the intersection of Bali and Admiralty, with integral lighting and a combination of materials, white power-coated metal and stainless steel.</p> <p>Sign package not available at this time.</p> |

Initials _____

RENOVATION COMPARISON WORKSHEET – PARCEL 42

December 11, 2009

| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
|---|--|
| 1) EXTERIOR | |
| <p>a) Building Exterior - All building exteriors will receive a facelift to give the building a more contemporary look and will include the following:</p> | <p>EXTERIOR</p> <p>Curb Appeal: The combination of all exterior elements provides a well-integrated, and excellent level of curb appeal. A variety of landscaping professionally planned and manicured. Architectural features well integrated into the surrounding area.</p> <p>The landscape will be fresh and lush to emphasize the marine coast resort environment. An alley of ornamental trees and Monument sign announces the drive entry and a sweep of Palms guides visitors to the hotel entrance. Where possible, the existing palms will remain and existing Coral trees will be highlighted with complimentary plantings. All in-ground planting will be lower water use; higher water use plants will be reserved for pots. Drawings are being developed and will be issued at a later date.</p> <p>Parking: Lighting is well-positioned and provides very good overall illumination; porte-cochere; lighting fixtures reflect characteristics of the design of the property; evidence of added security exists; excellent overall illumination.</p> <p>Lighting to be provided by lighting designer.</p> |
| <ul style="list-style-type: none"> • Exterior surface – Revitalization of the stucco surface | <p>Stucco Siding: 3- coat stucco, sand finish as needed with Integral color in top coat. Omega, La Habra, or equal.</p> |
| <ul style="list-style-type: none"> • Patios/Balconies – [Replace wooden railing and surfaces with metal (finish)] | <p>Guest room Balcony Railing: Tube railing per elevations. Finish TBD. Alternate per Designer.</p> |

Initials _____

| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
|-------------------------------------|--|
| b) Common Areas | <p>Planters & Pots: Shape, size & locations per designer. Built-in water reservoirs.</p> <p>Outdoor Seating: Seasonal outdoor heating elements. Seating as directed by Designer.</p> <p>Park-style seating benches around fire pit and adjacent to garden overlooking marinas.</p> <p>Public Area Deck Coating: 1/4" thick fluid-applied waterproof deck system. Fiberglass mat & elastomeric acrylic base coat. Pattern, finish & color to be determined. PLI-Dek, Dex-o-tex or equal.</p> <p>Pool: Resurface pool interior. New coping and decorative tile accent per Designer.</p> <p>Cabanas: Metal or wood-framed structures with openable canvas canopy & privacy curtains. Locations & sizes per plans. Canvas: Sunbrella, Dickson or equal. These are built-in, powder coated steel square section to concrete slab.</p> <p>Features: Landscaped stone walkway paths. Built-in powder coated steel and natural stone fire pit. Gazed-Style outdoor bar with natural wood & painted metal finishes.</p> <p>Pool Area Deck: Finish, and color by Designer.</p> <p>Lobby - Registration Desk: Floor: Custom carpet and pad, Natural stone. Stone: Calcutta marble, or equal. Carpet and Italian "Calcutta" marble flooring at the lobby. Carpet: Custom border and inset, per design. Base: Natural Stone, to match floor, per design.</p> |

Initials _____

| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
|---|---|
| - Main entrance areas — [summary of change.] | <p>Exterior - Porte-cochere / Main Entry:</p> <p>Driveway: Concrete pavers or stamped concrete with concrete accent bands. Akerstone interlocking pavers with accent bands by Quick Crete or equal. Pattern to be determined .</p> <p>Entry: Porcelain or Stone Tile, pattern to be determined by Designer. Crossville, CMR or equal.</p> <p>Store Front: Anodized aluminum & glass with glass oversized doors, custom colored framework. Kawneer, Arcadia, Vistawall or equal.</p> <p>Canopy: Galvanized, painted metal and glass structure per design, with metal soffit cladding. Custom paint finish.</p> <p>Miscellaneous: Internally illuminated metal bollards at edge of entry walkway / curb. Lighting to be specified by lighting designer.</p> <p>Landscaping & potted planting per Designer. Monument sign at drive entrance. Landscaped island at hotel entrance. Bench will be incorporated at hotel entrance. Plantings will be clean and fresh to compliment the architectural elements at the hotel entry.</p> |
| c) Signage - Replace all existing building monument, building ID, and amenity signage. | <p>Signage: Illuminated attached to canopy face per design.</p> <p>Sign package not available at this time.</p> |
| d) Lighting - Replace all existing exterior lighting fixtures | <p>Lighting: Decorative sconces at columns & pilasters as specified by lighting designer. Recessed lighting in entry canopy per Designer. Lighttoiler, Halo or equal. Finish by Designer. Recessed down-lights for general & plant lighting by Designer. In-Ground accent up-lighting as directed. In Ground up-lights & LED Long Life bulbs as specified by lighting designer. Custom lighting fixtures.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
| 2) INTERIOR | |
| a) Common Areas | <p>PUBLIC AREAS</p> <p>Furnishings and Décor: Upscale, well-appointed, and in the theme of the property; high degree of comfort, featuring professionally fitted coverings; an abundant variety of live plants. Custom furniture.</p> <p>Floor Coverings: Excellent quality carpet, wood, marble, or granite floors with unique area rugs (area rugs if applicable). Flooring – carpet, bleached wood flooring and Italian “Calcutta” marble. Custom carpet.</p> <p>Illumination: Light fixtures are well appointed and of an upscale design that compliments the overall theme of the property; multi-placement provides overall excellent illumination. Custom lighting fixtures.</p> <p>Illumination – Architectural recessed downlights by Halo. New steel and fabric central chandelier by Triton (California) or equal. Fabric pendant over front desk by Triton or equal. Miscellaneous custom floor and table top plug-ins.</p> <p>Corridors: Walls are painted, stuccoed, or have vinyl wall coverings with vinyl or carpeted baseboard; ceilings are painted plasterboard or have an enhanced, textured finish. Corridors – to have vinyl wallcovering by Trikes or equal as general finish on walls and painted accent walls at entries, including door, trim and baseboards; paint by Benjamin Moore. Custom vinyl.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Signage: Design is well defined in harmony with the theme of the property. Location of signage is extensive. Spacious registration area located away from main traffic areas with multiple conversational groupings accommodating several small groups; upgraded luggage carts; recognizable guest service area and bell-stand.</p> <p>Signage – Meeting room and guestroom entrances – LED internally illuminated signage, stainless steel backlit resin or per Designer. Fixture incorporates Braille, room number as required. Directional signage throughout the hotel – individually mounted steel area names, letters and arrows.</p> <p>Sign package not available at this time.</p> <p>Miscellaneous: Telephones and house phones are located conveniently inside the building; internet access is available. Elevator landings are well appointed with an upscale design keeping in the theme of the property. Vending located in a recessed area and vending and sealed ice machines. Valet laundry available at specific times.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Restaurant & Dining Facilities (The number and type of food & beverage outlets should be in harmony with the theme of the property. Multiple outlets are expected at resorts): Upscale, full-service restaurant; separate lounge or bar area.</p> <p>New full-service restaurant and lounge with indoor and outdoor seating. Built-in wood, marble, and stainless steel bar counter with ability to extend outdoor service counter. Decorative glass pendants over bar counter. Decorative fabric pendant over private dining table. Combo of materials on walls, paint, wood veneered panels. Painted sheet-rocked ceiling with Halo pinhole recessed lighting. Built-in back wall at bar with mirror, glass shelves, wood bottle risers with integrated lighting.</p> <ul style="list-style-type: none"> • Timeless Design accentuating the outside coming in and the inside moving out through the expansive floor to ceiling windows around the perimeter of the space; • Warm wood or tile flooring throughout accented by well-positioned, recessed area carpets; • A large, rectangular, wooden bar dye, accented by a granite bar top will be the first design element encountered upon entry; • The back bar will have a dramatic up-lit, down-lit bottle display that will also have two 46" flat screen, HD TV's; • The ceiling will be accented with a wood-beam system supporting oversized, custom light fixtures; • Circulation aisles will be accented ledger stone columns supporting eat-at, drink-at ledges; • The perimeter of the space will be accented with well-positioned, oversized horseshoe booths; and • The space is highlighted with the classic uses of lighting, wood, stone and mirror. |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Recreational Facilities: Swimming pool area is well-appointed with upscale design elements and an excellent quality and variety of pool furniture; food and beverage is available poolside. Exercise room is in a designated room with extra amenities.</p> <p>Meeting Rooms: Expanded meeting room with enhanced comfort and décor elements; a very good variety of audiovisual equipment available.</p> <p>Restrooms: Separate ladies and men's restrooms convenient to public areas and adequate for the number of meeting rooms.</p> <p>Ice machine Alcove: Floor: Porcelain tile Base: Tile to match floor Walls: Painted drywall; smooth finish Ceiling: Painted drywall; smooth finish Lighting: Recessed down-lights. Down-lights: Lightolier, Halo, or equal. Will have decorative blue tint. Finish by designer.</p> <p>Guestroom Level Electrical and Telephone Closets: Floor: Vinyl. Base: Vinyl Walls: Painted Drywall; smooth finish Ceiling: Painted Drywall; smooth finish Lighting: 1' x 4' ceiling mounted fluorescent Doors: Painted</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Exit Stairs: Floor: Carpet at stairs and landings. Base: Vinyl Walls: Painted, Maximum of two (2) paint colors Ceiling: Painted Lighting: 1' x 4' wall-mounted fluorescent</p> <p>Public Areas – Mechanical, Electrical, & Plumbing: Mech.: New roof top package AC units. Carrier, Honeywell, or equal.</p> <p>Electrical /Lighting: Recessed down-lights; or FF&E decorative sconces; Recessed down-light shall be fluorescent type with some low voltage accent lighting for artwork. Down-lights: Ligholier, Halo, or equal. And FF&E Finish by lighting designer.</p> <p>Plumbing: All toilet rooms to be upgraded with new ADA compliant plumbing fixtures. Auto-faucets by Grohe or equal; sinks by Kohler or equal, Toilets by Toto or equal.</p> |
| | <p>Lobby, Meeting Room, & Fitness Room Restrooms: Toilet –Commercial Flushometer Toilet, 1.6 GPF – ADA, White finish Urinal –Low consumption washout urinal with #01 Cotton finish. Flush Valve at Urinal –AC Sensor Urinal Flush Valve, Concealed – 1.0GPF TEU2ANS-11, with Satin finish, Complete Set (3/4"V.B.).</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| <ul style="list-style-type: none"> • Hallways -- new paint/wall coving, door moldings, chair rail molding, carpet and padding, light fixtures and door tags. | <p>Guestroom Corridors and Elevator Lobby:</p> <p>Floor: Custom carpet and pad with border carpet at guestroom entry doors. Custom carpet: Durkan Commercial, Shaw Hospitality, or equal; minimum 32oz. Accent carpet inlay (with pad) at all public elevator lobbies. Carpet: Custom border and insert, per design; minimum 40oz.</p> <p>Guestroom corridor – Shaw Hospitality 40 oz. Solutia-Dyed Nylon. Treadmor pad; double stick.</p> <p>Base: 1"x6" profile vinyl base. Johnsonite or equal, per designer.</p> <p>Walls: Custom accent vinyl wall covering and minimum two (2) paint colors for length of corridor. Wall-covering: Wolf Gordon, Maharam, or equal. Paint: eggshell or semi-gloss. Accent wall covering at guestroom entries. All painted walls to have smooth finish. Custom vinyl.</p> <p>Ceiling: Painted multi level drywall soffit. Paint: eggshell or semi-gloss. All painted ceilings to have smooth finish.</p> <p>Lighting: Combination of sconces, recessed fixtures and surface-mounted ceiling fixtures in corridor, per designer. Down-lights: Lightolier, Halo, or equal. Finish by designer. Low voltage (LED) illuminated guestroom sign with integral bell at each guestroom.</p> <p>Lighting – LED recessed downlights by Juno; stainless steel finish. Custom lighting fixtures.</p> <p>Special: Sconces and decorative ceiling fixtures in elevator lobby, per designer. Painted hold-open doors in elevator lobby and wood casings.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| <ul style="list-style-type: none"> Elevators - Should include new panels flooring and lighting | <p>Elevator Cabs:</p> <p>General: High-Quality elevator entry doors at all public levels: painted doors on guestroom floors and back of the house areas. Custom call button panel.</p> <p>Elevator doors – textured resin mental panel by Cage Corp or equal.</p> <p>Walls: Textured steel panels. Rimex or equal.</p> <p>Floor: Custom carpet, per designer. Carpet: Custom border and insert, per design; minimum 40oz. Elevator cab flooring – carpet.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| b) Hotel Interiors: | <p>GUESTROOMS</p> <p>Furnishings and Décor: Upscale, decorative, well-appointed keeping with the theme of the property; high degree of comfort, featuring professionally fitted coverings. Custom furniture.</p> <p>Free Floor Space: Very good-size, well-proportioned rooms with comfortable seating area.</p> <p>Wall Coverings: Walls are painted, stuccoed or have vinyl wall coverings with carpeted or wood or simulated wood baseboard floor coving. Guestrooms – Wolf Gordon (or equal) custom wall covering at headboard wall; remainder of walls in guestrooms are painted, by Benjamin Moore or similar; painted wood baseboards or equal per designer. Custom vinyl.</p> <p>Wall Hangings: Upscale, matted and framed artwork.</p> <p>Floor Coverings: Excellent quality carpet, wood, marble, granite, or other high end stone floors with unique area rugs (area rugs if applicable). Custom carpet.</p> <p>Window Coverings: Excellent quality with sheers and valence (valence if applicable). Custom drapery.</p> <p>Bedding: Excellent quality with obvious comfort enhancements. Excellent quality bed linens including bedspreads, comforters with dust ruffles, duvets, or similar enhancements; and choice of pillow fills.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Clothes Hanging Space: Fully enclosed clothes-hanging space with matching hangers with at least eight open hook wood hangers.</p> <p>Clothes Storage Space: Sufficient space for two pieces of luggage; upgraded racks or benches.</p> <p>Illumination: Very good overall illumination provided by three or more well-positioned sources; free-standing fixtures in appropriate places. Custom lighting fixtures.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Furniture: Excellent quality furnishings; veneer finish with solid wood laminate insets. Custom furniture.</p> <p>Seating (very good quality vinyl upholstery is acceptable at beach resorts): Comfortable conversational and television viewing arrangement; arm chairs have fabric upholstery with padded seats excellent quality, comfort and variety, such as a love seat or oversized chair.</p> <p>Writing Surface: Very good sized.</p> <p>Television Placement: Flat screen television located on credenza top.</p> <p>Air Conditioning and Heating: Easily accessible controls; temperature controls in each guestroom; offer guest choice of air conditioning and heat with thermostat control.</p> <p>GUESTROOM AMENITIES</p> <p>37" Phillips, Samsung, or equal LCD television with portable full function remote control.</p> <p>Touch tone telephone; Channel directory; Free and pay-per-view movie channels; High-speed internet access.</p> <p>Video games; Decorative, insulated ice bucket with lid.</p> <p>Message light; Enhanced guest-service directory in folder; Enhanced clock radio iPod player.</p> <p>Upgraded stationary.</p> <p>Framed or beveled full length mirror.</p> <p>Note pads and pencils; Voice messaging; Full-size iron and ironing board.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Additional reading materials such as magazines, books, etc. Two robes.</p> <p>Mini-refrigerator; In-room safe.</p> <p>Coffee maker and supplies, including tea bags.</p> <p>Complimentary daily newspaper in lobby.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Standard Guestrooms:</p> <p>Floor: Custom carpet and pad; and 4" stone entry threshold, per designer. Closet floor area to be carpeted. Carpet installation to be stretch-in method. Carpet: Durkan Commercial, Shaw Hospitality, or equal; min. 32oz. Custom carpet.</p> <p>Base: 1" x 6" profile vinyl base. Johnsonite or equal. 6" tile base at entry vestibules & bathrooms to coordinate with flooring. Tile: Stone or porcelain, per designer</p> <p>Walls: Paint schedule to include a maximum of two (2) paint colors per guestroom; accent vinyl wall-covering per designer. Wall-covering: Wolf Gordon, Maharam, or equal. Custom vinyl.</p> <p>Ceiling: Painted drywall ceilings & soffits throughout.</p> <p>Doors: All guestroom doors to be solid core, fire rated, veneered with commercial rated hardware.</p> <p>Lighting: Minimum two down-lights at entry vestibules. Down-lights: Lightolier, Halo, or equal. Finish by designer. Provide infrastructure, wiring and switching for owner provided custom lamps; locations per designer. Custom lighting fixtures.</p> <p>Special: Wood or laminate shelf & chrome rod in closet. Provide infrastructure, wiring and connections as required for telephone, data, cable, etc. Provide wireless internet availability. Power/Data/Telephone as per Pacifica Hotels' standards. 37"min. flat screen televisions throughout. Provide blocking, mounting hardware, power and cable connections as required. Thermostat: in each room; remote. Automatic shut-off controls for HVAC system when exterior door or window is opened. Hardware per designer for connecting doors. Window sills natural stone, size per designer. Stone: Granite or equal. Wood swinging or sliding doors at closets.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Guest Suites*</p> <p><i>* All specifications for standard guestrooms are applicable to guest suites. The following are in addition to standard specifications:</i></p> <p>Floor: Wood: No added urea-formaldehyde in all casework and paneling cores; All casework and paneling AWI Premium Grade. Tile: Porcelain or stone, threshold to match. Tile: Color TBD by designer; Threshold to match. Custom carpet: Broadloom per designer. Custom carpet: Durkan Commercial, Shaw Hospitality, or equal; minimum 32oz. Custom carpet.</p> <p>Walls: High-end suites will include a considerable quantity of special veneer & solid wood at mini-bar/wet-bar areas, accent walls, bookshelves. All millwork to be coordinated with interior designer.</p> <p>Lighting: Minimum two down-lights, sconces or surface-mounted decorative ceiling fixtures in entry vestibule. Down-lights: Lightolier, Halo, or equal. Finish by designer. Indirect lighting feature at ceiling in soffit in bedroom for length of soffit. Recessed accent lights for millwork and artwork. Master light switch to be variable dimmer for each room at entry or each room- not to include lamps adjacent to beds. Recessed down-lights over wet bar. Down-lights: Lightolier, Halo, or equal. Finish by designer. Custom lighting fixtures.</p> <p>Special: Stone countertop and laminate-faced cabinets in bar or pantry, per design. Stone: marble or equal, per designer. Other finishes per designer. Soaking tub, sink vanity and separate toilet room in all suites. Make-up counter and lighted mirror in suite bathrooms.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Guestrooms – Mechanical, Electrical, & Plumbing:</p> <p>Mechanical: New fan/coils utilizing the existing 3 pipe hydronic system. New chiller and cooling tower.</p> <p>Electrical /Lighting: Minimum two down-lights, sconces or surface-mounted decorative ceiling fixtures in entry vestibule. Down-lights: Lightolier, Halo, or equal. Finish by designer. Indirect lighting feature at ceiling in soffit in bedroom for length or soffit. Recessed accent lights for millwork and artwork. Master light switch to be variable dimmer for each room at entry or each room – not to include lamps adjacent to beds. Recessed down-lights over wet bar. Down-lights: Lightolier, Halo, or equal. Replace broken receptacles/data/telephone/TV outlets as required. Leviton or equal.</p> <p>Plumbing: All new plumbing fixtures in Guestroom toilet rooms.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| c) Hotel Interiors: Bathrooms | <p>GUESTROOM BATHROOMS</p> <p>General: Upscale, decorative, well-appointed and in keeping with the theme of the property; high degree of style.</p> <p>Free Floor Space: Good-size bathrooms affording guests increased ease of movement and comfort.</p> <p>Wall and Floor Coverings: Excellent quality, including ceramic tile, marble, or granite flooring and painted or vinyl walls. Wall/Floor – Porcelain tile by Porcelanosa (Spain) 12"x24" size tiles or equal.</p> <p>Fixtures: Excellent quality ceramic tile, marble; enhanced faucets and fixtures; decorative double shower curtain; upgraded shower heads; and shower height soap dishes. Excellent quality including marble or other high-grade surface; large framed mirror. Sink and shower faucets by Symmons and Porcelanosa or equal; toilet by Toto or equal.</p> <p>Amenities: Excellent quality, plush towels; oversized. Four-piece amenity package of excellent quality with an upscale presentation; upscale, decorative soap dish. Facial tissues inset in vanity. Free-standing hair dryer. Night light; Bathroom area rug.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Standard Guest Bathrooms:</p> <p>Floor: Porcelain tile or similar. Threshold to match. Tile: Color TBD by designer threshold to match. Floor – textured porcelain tiles 12” x 24” tiles. Threshold to be ¾” thick Caesarstone quartz or equal; tight-grain.</p> <p>Base: Continuous tile to match floor, per design. Tile: White Marble. Per Designer</p> <p>Walls: Tile to match floor at tub surround and shower surround, floor to ceiling. Tile: Color TBD by designer threshold to match. Paint schedule to include maximum of two (2) paint colors or one paint color. Paint: eggshell or semi-gloss finish</p> <p>Doors: Code compliant sliding barn doors at bathroom entries, per designer.</p> <p>Ceiling: Painted drywall. All covers/ lighting trim/access panels and exposed mechanical grilles to be painted to coordinate with adjacent surface finishes, per designer.</p> <p>Lighting: Recessed down-lights; Minimum 2 vanity sconces; Recessed vapor proof down-light at shower locations. Down-lights: Lightolier, Halo, or equal. Finish by designer. Lighting – Recessed downlights by Juno. Vanity pendant to be custom polished chrome and textured acrylic diffuser by Arteluna.</p> <p>Special: Stone vanity countertop and backsplash. Free standing wood table with open shelves. Stone: marble, per designer.</p> <p>Toilet: Toto grade fixture with water-saving feature; Eco Nexus 1.28 GPF.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Specs for Guestroom Bathrooms:</p> <p>Toilet – Toto “Aquia” Dial Flush Toilet, 1.6 GPF CST414M/SS204 (Lid) with #01 Cotton/Chrome Plated (Trip Lever) Elongated toilet bowl & tank, 12” rough-in, less seat. Same for ADA compliant guestrooms, but with CST464MF model.</p> <p>Sink – Decolav #1425-CWH with White finish, semi recessed vessel sink.</p> <p>Lavatory Faucet System – Porcelanosa Libra/N160019601 with Polished Chrome finish, single hole.</p> <p>Shower System (shower head, valve, handle, and trim) – Symmons #6402NS-MDRH-RTZ-TRM-MOD with polished chrome finish, single-handle pressure-balanced valve.</p> <p>Tub – Kohler Tea for Two K-863 with white finish.</p> <p>Wet Bar Sink – Elkay “Gourmet” Undermount Single Bowl Sink EGUH15FB with Stainless Steel finish, Outside Diameter 16 15/16”; Inside Diameter 14 9/16”; Depth 7 1/2”</p> <p>Wet Bar Faucet – Symmons S2340 with Polished Chrome finish, single hole.</p> |
| <ul style="list-style-type: none"> • Cabinets: (i) Replace or refinish existing cabinets (ii) Install new routed panel cabinets doors and drawer fronts (iii) Replace Formica counters | N/A |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| <ul style="list-style-type: none"> • Vanity mirrors -Install new mirrors as needed (show finish) | Framed mirrors. |
| <ul style="list-style-type: none"> • Faucets-Install new faucets | Faucets: Porcelanosa or equal. |
| <ul style="list-style-type: none"> • Sinks/ Replace resurface existing sinks | Basin set to include: Lever handles faucet, tub, thermostat valve, volume control, towel bar, towel hook, toilet tissue holder. Under-counter basin. |
| <ul style="list-style-type: none"> • Fixtures -Replace towel bars, toilet paper holder | Accessories: Double robe hooks and double towel bar near shower. Ginger, or equal. |
| <ul style="list-style-type: none"> • Shower/Bathtub: <ul style="list-style-type: none"> (i) Replace/ resurface existing tubs and enclosure (ii) Replace shower doors (iii) Replace tub faucet, showerhead, drain hardware | <p>Tempered glass shower enclosure, glass thickness 1/2", with stone tile walls.</p> <p>Shower walls –porcelain tiles by Porcelanosa (Spain); 4"x12" tile size or equal.</p> <p>Shower Fixtures by Symmons or equal.</p> <p>Accessories: Amenities shelf in shower/tubs.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| 3) GENERAL | |
| a) Walls - Prepped and painted | Walls: Wood paneling and natural stone in combination with specialty wall covering and paint. Wall-covering: Wolf Gordon, Maharam or equal. Mural accent wall @ Lobby area; design merges into carpet design at staircase. Custom vinyl. |
| b) Windows | |
| <ul style="list-style-type: none"> Remove existing metal framed windows and doors and replace with [double-paned aluminum] windows | Windows & Sliding Glass Doors: Solid vinyl units, sizes and operation as required. Low-E, dual-glazed, Style Line series w/ maximum glazing - white finish. Milgard style line 6000 series. |
| <ul style="list-style-type: none"> Replace all window coverings | |
| c) Doors | |
| <ul style="list-style-type: none"> Replace all interior wood doors with raised panel doors with new hardware | Doors: Fire-rated doors (wood or wood and glass) and door frames in public areas; metal and glass doors at all feature retail, restaurant, and lobby locations; All doors to be min. 1-3/4" thick. Metal: Aluminum, finish per designer. Doors at retail and F&B outlets to be glass doors. Doors: Herculite or equal. All wood doors & frames in public areas to be stained. |
| d) Ceilings - Remove or cover existing "cottage cheese", prepare and paint to have a smooth, painted ceiling | Ceiling: Multi-level drywall with soffits. Combination of wood, painted drywall & GRG features, by designer. GRG by Formglas, or equal. |
| e) Moldings | |
| <ul style="list-style-type: none"> Install new decorative crown moldings | N/A |
| <ul style="list-style-type: none"> Replace existing moldings as required | N/A |
| f) Flooring | |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| <ul style="list-style-type: none"> • Replace carpeting and padding | <p>Floor: Ground Level: 20% Custom carpet and pad, 30% Natural Stone, 10% Wool rugs, 40% solid wood; Stone to extend to outdoor areas. Stone: TBD, per designer. Wood: Bleached walnut or similar, per designer.</p> <p>Wood flooring by T. Morton; bleached walnut. Stone flooring – Italian marble Calcutta. Carpeting. Painted baseboards.</p> <p>Upper Levels: 80% Custom carpet and pad, 20% Wood. Carpet: Custom border and insert, per design; Durkan Commercial, Shaw Hospitality or equal.</p> <p>Base: Painted wood, Johnsonite vinyl base, or stone to match adjacent floor, per designer.</p> <p>Millwork & Trims: No added urea-formaldehyde in all casework and paneling cores. All wood used to be FSC certified. All casework and paneling AWI Premium Grade. All standing and running trim AWI Premium Grade.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
| 4) LIGHTING | |
| a) Lighting fixtures - Replace all lighting fixtures lens covers | Lighting: Entire lobby to use multi-level zoned dimming system: Higher illumination levels at reception desk, accent lighting at interior features and key elements. Provide wiring, infrastructure, structural support and installation for table lamps at seating areas with floor outlets as required for furniture layout and owner provided decorative lighting. Dimming System: Lutron Graphik Eye. Provide support, infrastructure & wiring for oversized chandelier. Provide blocking and power for owner-provided decorative lighting, per designer. Provide adequate lighting for artwork as necessary, per design. Custom lighting fixtures. |
| b) Covers – Replace all switch, phone jack and electrical outlet covers | Standard commercial. |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| 5) SUPPLEMENTAL | |
| | <p>Lobby & Related Areas: General: Public spaces to have audio system. Provide wiring and infrastructure to provide individual programming (zones) in each location as well as multiple zones within one space. Not possible to specify brand for audio system.</p> <p>All covers/ lighting trim/ speakers, access panels and exposed mechanical grilles to be painted to coordinate with adjacent surface finishes, per designer.</p> <p>All ductwork, piping locations & exposed mechanical grill locations to be to be coordinated with interior design to maximize ceiling heights and coordinate soffit locations.</p> <p>Code required signage design to be coordinated with operational/directional signage.</p> <p>Indoor/outdoor flexibility at Public spaces, including F&B spaces.</p> <p>New code-compliant metal railings at balconies. Metal: TBD, per designer. Balconies are existing stucco to be re-painted. Metallic power coated tubular steel decorative hand railings to cap balcony walls.</p> <p>Special: Stone and wood millwork elements for registration, concierge and bellmen stations; task lighting at reception desk and concierge. Millwork: AWI Premium quality construction and finishes.</p> <p>Walk off mats ser in stainless steel pans with frames, per design. Walk off mats: Kadee Industries, or equal.</p> |

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| <i>Hotel Renovation Item</i> | <i>Parcel 42 Lessee Proposal</i> |
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| | <p>Built-in AV/PA systems, TV/ DATA, Wireless internet . Phillips LED flat screen TVs. Not possible to specify brand for data or wireless internet.</p> <p>Decorative large scale transparent & semi-transparent features e.g. pattern, cast glass, wrought iron, or carved wood panels.</p> |
| | <p>Back of the House Areas: Back of House - General Doors: Painted hollow metal doors and frames in back-of-house areas. Misc.: 4'-high galvanized steel corner guards at all back-of-house corridors.</p> <p>Guestroom Level Service Elevator Lobby: Floor: Vinyl Base: Vinyl Walls: Painted drywall: smooth finish. Ceiling: Paint underside of slab Lighting: 1' x 4' ceiling mounted fluorescent Doors: Painted</p> <p>Back of the House – Mechanical, Electrical, & Plumbing: Mech.: New roof top package AC units. Carrier, Honeywell, or equal. Elect. Lighting: 2' x 4' or 1' x 4' ceiling mounted fluorescent. Lithonia or equal. Replace broken receptacles/data/telephone/TV outlets as required. Leviton or equal.</p> <p>Plumb.: All toilet rooms to be upgraded with new Toto ADA compliant plumbing fixtures. Back of house plumbing fixtures all ADA compliant by American Standard.</p> |

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| PLANS & DRAWINGS | |
|--|---|
| Preliminary plans for all work to be done | |
| a) Site Plan/Floor plans | |
| <ul style="list-style-type: none"> • Reduced color site plans (8.5x11 or 11x17), showing work described above, including all structures, hardscape, promenade, landscaping and slips | Not completed – have new revised site plan as submitted to Hawthorne FD, but black and white only, not colored. |
| b) Building Elevation | |
| <ul style="list-style-type: none"> • A reduced color elevation (8.5x11 or 11x17) drawing that shows all new and/or renovated building elevations | Not completed or colored, was in process of CAD when asked to stop work on DCB package. |
| c) Landscaping Plan | |
| <ul style="list-style-type: none"> • If not already included in the above materials | Not done/not started by Plac-E. |
| d) Specifications | |
| <ul style="list-style-type: none"> • If not already included in the above materials | N/A |
| e) Construction Phase Diagram | Not done – no contractor selected to provide info. |

Initials _____

| 2) BUDGET | |
|--|---|
| a) Budget worksheet | |
| <ul style="list-style-type: none"> Estimated cost for all of the work agreed upon | Minimum of \$14.3 million per term sheet. |

Initials _____

EXHIBIT C

ASSIGNMENT STANDARDS

These standards are to apply to proposed transactions requiring County's consent pursuant to Section 11.2 of the Lease. These standards and conditions are not to apply to (a) an assignment for the purpose of securing leasehold financing from an Encumbrance Holder approved by County, (b) the transfer of the leasehold in connection with a foreclosure or transfer in lieu of foreclosure by an approved Encumbrance Holder, or (c) the first transfer by that Encumbrance Holder if it has acquired the leasehold through a foreclosure or a transfer in lieu of foreclosure.

1. The proposed transferee must have a net worth determined to be sufficient in relation to the financial obligations of the lessee under the Lease (equal to at least six (6) times the total Annual Minimum Rent and Percentage Rent due to County for the most recent fiscal year). A letter of credit, cash deposit, guarantee from a parent entity or participating individual(s) having sufficient net worth (as set forth in the preceding sentence) or similar security satisfactory to County may be substituted for the net worth requirement. If the proposed transferee's net worth is materially less than the transferor's, County may disapprove the assignment or require additional security such as that described in the previous sentence.
2. The proposed assignee must have significant experience in the construction (if contemplated), operation and management of the type(s) of Improvements existing on or to be constructed on the Premises, or provide evidence of contractual arrangements for these services with providers of such services satisfactory to County. Changes in the providers of such services and changes to the contractual arrangements must be approved by the County. All such approvals of County will not be unreasonably withheld, conditioned or delayed.
3. The individual or individuals who will acquire Lessee's interest in this Lease or the Premises, or who own the entity which will so acquire Lessee's interest, irrespective of the tier at which such individual ownership is held, must be of good character and reputation and, in any event, shall have neither a history of, nor a reputation for: (1) discriminatory employment practices which violate any federal, state or local law; or (2) non-compliance with environmental laws, or any other legal requirements or formally adopted ordinances or policies of County.
4. The price to be paid for the acquired interest shall not result in a financing obligation of the proposed transferee which jeopardizes the Lessee's ability to meet its rental obligations to County. Market debt service coverage ratios and leasehold financial performance, at the time of the Proposed Transfer, will be used by County in making this analysis.
5. If the proposed transferee is an entity, rather than an individual, the structure of the proposed transferee must be such that (or the transferee must agree that) County will have reasonable approval rights regarding any future direct or indirect transfers of interests in the entity or the Lease as required under the

Lease; provided however, that a transfer of ownership of a publicly held parent corporation of Lessee that is not done primarily as a transfer of this leasehold will not be subject to County approval.

6. The terms of the proposed assignment will not detrimentally affect the efficient operation or management of the leasehold, the Premises or any Improvements thereon.
7. The proposed transferee does not have interests which, when aggregated with all other interests granted by County to such transferee, would violate any policy formally adopted by County restricting the economic concentration of interests granted in the Marina del Rey area, which is uniformly applicable to all Marina del Rey lessees.
8. The transfer otherwise complies with the terms of all ordinances, policies and/or other statements of objectives which are formally adopted by County and/or the County Department of Beaches and Harbors and which are uniformly applicable to persons or entities with rights of occupancy in any portion of Marina del Rey.

EXHIBIT D

EXAMPLES OF PERMITTED CAPITAL EXPENDITURES

Subject to the terms and provisions of Section 5.13 of the Lease, set forth below is a list of examples of elements, systems or categories of Improvements for which Permitted Capital Expenditures may be made. The Capital Improvement Fund shall not be used for the repair or replacement of an individual or a selected group of individual items, unless such repair or replacement is part of a larger plan (which may be a phased plan) of repair or replacement of all, or substantially all, similar items.

Painting of the building exterior*

Walkways and driveway replacement* (if asphalt, a minimum of resurfacing, not slurry seal)

Windows replacement*

Roof replacement* (may be on a building by building basis)

Elevators (replacement or addition)

HVAC replacement

Light fixtures replacement* (interior and exterior)

Irrigation system* (replacement or major addition)

* To qualify, these expenditures need to incorporate replacement or renovating of at least seventy percent (70%) of the items or facilities in question.

EXHIBIT E

TREE TRIMMING POLICY

Policy No. 23 and Policy No. 34 of the Marina del Rey Land Use Plan dated February 8, 2012, as such policies are updated, modified or replaced from time to time by County.

EXHIBIT F

AAA DIAMOND RATING GUIDELINES AND EXCLUSIONS

Approval Requirements &

Diamond Rating Guidelines

LODGING



AAA Publishing

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Revised 11/2007

LODGING

Approval Requirements &

Diamond Rating Guidelines

Introduction

Dear Hospitality Professional,

On behalf of AAA, I am pleased to introduce to you the latest edition of the *Lodging Approval Requirements & Diamond Rating Guidelines*. This year marks the 30th anniversary of the AAA Diamond Ratings, as well as the 20th anniversary of the *Diamond Rating Guidelines*.

Since its inception in 1902 as a federation of independent motor clubs, AAA has existed to provide information, safety, security, and peace of mind to its now more than 50 million members. AAA's services have evolved to encompass roadside assistance, insurance and financial services, safety education, and public affairs. AAA is also an undisputed leader in travel information and services.

In 1937, the first AAA field representatives were hired to inspect lodgings and restaurants, and in 1963, AAA began assigning lodging ratings from 'good' to 'outstanding'. In 1977 — AAA's 75th (diamond) anniversary — the Diamond Rating system was introduced for lodgings, with restaurants included in 1989.

In 1987, the first **AAA Lodging Diamond Rating Guidelines** booklet was introduced for industry review. Prior to this date, only minimum approval requirements were printed and distributed upon request.

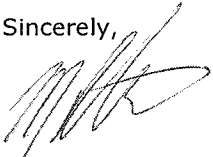
The new edition of the **AAA Approval Requirements and Diamond Rating Guidelines** was designed with two objectives in mind:

- To ensure that our ratings program is accurate and consistent when compared to meeting the travel needs of over 50 million AAA members.
- To provide hospitality professionals a valuable reference so they may be successful in achieving their goal as it relates to AAA Approval and our proprietary **Diamond Rating Process**.

To that end, we feel that it is important to partner with the hospitality industry by gathering input, discussing the meaning of our ratings, and openly sharing how the Diamond Rating Process is applied at the property level. We strongly urge property representatives to take full advantage of the information provided by AAA inspectors during an evaluation, since our experts are exposed to a wide range of properties throughout the United States, Canada, Mexico and the Caribbean. AAA evaluates more than 32,000 accommodations, 28,000 restaurants and nearly 11,000 campgrounds as key content for over 168 million copies of travel-related materials annually. AAA travel products are wide-ranging and include 26 regional TourBook® guides, 11 regional CampBook® guides, AAA.com— including the well-known TripTik® Travel Planner—as well as, numerous retail guidebooks, atlases and maps.

We look forward to your continued service on behalf of AAA members at large and appreciate your participation in AAA programs.

Sincerely,



Michael Petrone, CEC
Director/AAA Tourism Information Development

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Section One

The Diamond Rating Process

Defining AAA Approval Requirements and AAA Diamond Rating Guidelines

It is important to note the difference between AAA Approval Requirements and Diamond Rating Guidelines as this concept is often misunderstood. The evaluation process is made up of three parts: Approval Requirements, objective Diamond Rating Guidelines, and subjective elements based on the professional experience and training of AAA inspectors — who visit over 32,000 lodgings each year.

The essential AAA Approval Requirements are common-sense qualifications that AAA members have told us are important to them and, similarly, that most professional operators routinely employ. **All properties must first meet this set of criteria in order to be considered for AAA Approval and Diamond Rating.**

The Diamond Rating Guidelines are not rating requirements, but are components used to determine the appropriate Diamond Rating level. Diamond Rating guidelines are simply a reflection of what is typically seen throughout the various market segments of the lodging industry. Therefore, failure to meet some of the components listed for the ratings categories does not necessarily preclude the achievement of that rating. During our evaluation, inspectors will assess the strengths and weaknesses of the property and assign the most appropriate rating that will provide the best match in meeting AAA member expectations.

Furthermore, not all of the Diamond Rating Guidelines will apply to all property types. For example: meeting rooms would not be expected at a Bed & Breakfast property, but would be essential at a convention-oriented hotel. Also, the availability and type of swimming pool will be dictated by climatic influences and/or the property classification. AAA inspectors will only use the sections of the Diamond Rating Guidelines that are appropriate for the property classification in assessing the overall Diamond Rating.

Applying for a AAA Diamond Rating

AAA CONSIDERS ALL VALID APPLICATIONS FOR EVALUATION. To be considered a valid applicant for AAA evaluation, lodging properties must meet all of the **Approval Requirements** for their property category. These minimum requirements reflect members' basic expectations.

Prior to completing an *Application For Evaluation* (provided at:

www.AAA.biz/Approved), please review the requirements to verify your property's eligibility to apply.

Currently listed establishments need not reapply, as our inspectors will routinely conduct an evaluation of your property on a continual basis.

Include recent and accurate pictures of the exterior, public areas, as well as examples of a standard guest unit and bathroom, and return to AAA. Please note that if our research indicates past disqualifying issues, you may be asked to provide written documentation of the corrective action taken since then.

As of August 1, 2006, lodging properties that request evaluation by AAA are charged a nonrefundable application fee: \$150 for first-time applicants and \$300 for repeat applicants that previously failed an evaluation or were disassociated from AAA for any reason. The fee does not apply to currently **Approved** and listed establishments that remain in good standing.

Please do not send a payment with the initial application. On receipt of your *Application For Evaluation*, AAA will provide written notice regarding the status of your application and, if accepted for further consideration, an invoice for your application fee. On receipt of payment, AAA will schedule your property for an unannounced evaluation within one year.

All application fees should be made in U.S. funds and are nonrefundable and will have no bearing on the outcome of evaluations. AAA conducts property evaluations as a service to members, and does not guarantee that all applicants will be **Approved** and listed in member publications.

Basic listings are provided without charge to **Approved** properties.

AAA does not guarantee an immediate evaluation of all properties that apply, but does guarantee a fair review of all applications. Additionally, AAA reserves all rights to apply priority consideration to those properties demonstrating traits that provide the highest degree of AAA member value. Through ongoing member research, AAA has developed criteria reflecting key elements of consideration in making travel-related decisions. Some examples of AAA member value criteria are:

- LOCATION
- NEWLY BUILT / RENOVATED
- HIGH DEGREE OF CLEANLINESS AND COMFORT
- APPROPRIATELY MAINTAINED CONDITIONS
- PRICE (willingness to provide a discount or best rate available)

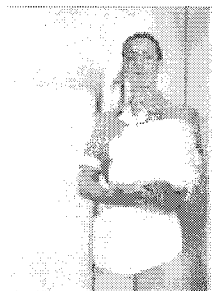
Once your property is approved, it will be evaluated at least once per evaluation cycle by a AAA inspector. All evaluations are unannounced to ensure that our inspectors see your property just as our members would see it. The conditions noted at the time of the annual evaluation will be the basis of the decision to list or rate a property. This decision is at the sole discretion of AAA. **By applying for an evaluation, you agree to allow AAA to publish your property information and the respective Diamond Rating in our travel publications.** AAA will make every effort to ensure that your property is fairly represented.

If, after continued review, or up to and including the end of one year, the property is determined to be of limited AAA member value, a letter will be sent advising that the property has been released from any further consideration.

AAA Approval Requirements

AAA APPROVAL REQUIREMENTS REFLECT THE MINIMUM ACCEPTABLE CONDITIONS AS ESTABLISHED THROUGH MEMBER SURVEYS AND CONTINUOUS FEEDBACK.

To be AAA Approved and Diamond Rated, an establishment must meet the following requirements:



Cleanliness and Condition

1. All facilities directly associated with a property must be clean and well-maintained throughout.
2. At a minimum, each guest unit must be thoroughly cleaned, with complete bed and bath linens changed between guest stays.
3. Fresh linens, maid services, and bathroom supplies must be available upon request.

Management Style of Operation

4. A property may not use AAA trademarks—including but not limited to the AAA logo and Diamond Rating, without AAA's prior written consent.
5. The property must be appropriately located for business or leisure travel.
6. The establishment must be a primarily transient operation with four or more units available for AAA members.
7. The establishment must provide AAA room rates for travel publications as requested.
8. The establishment must assist AAA in the resolution of member complaints.
9. The establishment must accommodate unannounced AAA property evaluations within 20 minutes of notice.
10. All property staff must conduct business in a professional and ethical manner providing attentive, conscientious service to guests.
11. A property must only place AAA members in AAA inspected and approved guest units—overflow buildings or guest units (associated with the property but not approved by AAA) are unacceptable.
12. Property management, or their representative, must be readily accessible at all times for guest needs or requests.
13. Guests must have easy access to 24-hour incoming and outgoing phone service, ensuring prompt guest unit message delivery. *Emergency messages must be delivered to the guest immediately upon receipt.*
14. Management will readily provide property information as requested by AAA on a continual basis for the purpose of maintaining the most accurate travel information for AAA publications.
15. The establishment must be in compliance with all local, state, and federal codes.

Exterior and Public Areas

16. Properties must have accurate, legible signage in appropriate areas.
17. All facilities directly associated with a property (such as a restaurant, health club, gift shops, recreation facilities, etc.) provided for guest's use must meet all appropriate AAA Approval Requirements.
18. Adequate illumination is required in all public areas. This includes sufficient lighting in all corridors, walkways, stairways, landings, parking areas, etc.

Guest Rooms

19. Each guest unit must contain a comfortable bed with a mattress pad, two sheets, two pillows with pillowcases, and an appropriate bed covering.
20. Each guest unit must have a nightstand or equivalent by each bed, a chair, a writing surface, a waste container, clothes-storage space, and clothes-hanging facilities with hangers for two guests.
21. Each guest unit must have adequate shades, drapes, or blinds to cover all windows or other transparent areas to provide the guest with privacy.
22. The level of soundproofing must be adequate to muffle outside noises and normal sounds in adjacent units and public areas.
23. Each guest unit must have an active light switch at the main entry.
24. Each guest unit must have good illumination at a writing surface, a sitting area, and at each bed.
25. Each guest unit door must be equipped with both a primary lock and a secondary deadbolt lock.

A primary lock is defined as a device that permits a guest to enter a unit using some form of key and allows the door to be locked while the unit is occupied and when the guest leaves the unit. Passkeys assigned to appropriate staff members will function to operate only these locks.

A secondary lock is defined as a mortised, deadbolt-locking device with a throw that extends at least one inch from the edge of the door into the door frame. This permits a guest an extra measure of security against any unwanted intrusions. Unlike the primary lock, deadbolt master keys will not be provided to guests or to staff. **Master key systems will be acceptable when the emergency master key is only available to top management and security personnel.**

Secondary Lock Variances

In certain instances, the requirement for secondary locks may be modified to meet a variety of exceptions. The most common are noted below. AAA claims the right of final arbitrator in all decisions of this nature.

Sliding Glass Doors – Each sliding door must be equipped with an effective locking device. A secondary security lock is required on all ground floor doors and those which are accessible from common walkways and adjoining balconies.

French Doors – In addition to the deadbolt lock requirements, surface-mounted slide bolts must be provided at the top and bottom to secure the stationary/auxiliary door. These bolts must extend into the upper doorframe and the lower doorframe or floor and must be strong and sturdy mechanisms.

26. Each door to connecting guest units or maintenance corridors must be equipped with a deadbolt lock.
27. Each guest unit entry door must have a viewport or window convenient to the door.
28. Each window overlooking a common walkway or in a ground floor unit must be equipped with a functional lock.
29. Each guest unit must have an operational, single station smoke detector. Hard-wired smoke detectors are preferred. When battery-operated detectors are used, there must be an adequate maintenance program to routinely test and replace batteries.

Guest Bathrooms

30. Each guest unit must have its own private bathroom.
31. All bathrooms must contain a toilet, a sink with a well-lit mirror and a convenient electrical outlet, adequate shelf space, and a tub or a shower with a non-slip surface.
32. Each bathroom must be equipped with toilet tissue, a cloth bath mat, and two bars of soap or equivalent—furthermore, each guest must be provided a bath towel, hand towel, face cloth, and a drinking tumbler.
33. All toilet area surfaces (floors, walls, baseboards, etc.) must be non-porous to facilitate proper sanitation. (For example, carpeting is not acceptable in the toilet area.)

The AAA Evaluation and Diamond Rating Process

The AAA Evaluation and Diamond Rating Process primarily consists of three parts:

- **INTRODUCTION, INTERVIEW**
- **PROPERTY TOUR AND PRACTICAL APPLICATION OF THE APPROVAL REQUIREMENTS AND DIAMOND RATING GUIDELINES**
- **ASSESSMENT SUMMARY**

First, all establishments must meet **AAA Approval Requirements** and be determined to provide member value. This validation is conducted through a combined process of applications, inspections, referrals, and media research.

If a property is presumed to qualify, one of our inspectors will visit and observe the curbside appeal, exterior, and other factors pertaining to the basic foundation of the establishment. This preliminary review will verify that this property clearly exhibits characteristics that would appeal to AAA members.

If satisfied, our representative will contact the owner, general manager, or property designee for a brief interview. This interview is an extremely important part of the evaluation, as factual data is gathered for inclusion into our travel information inventory with potential use in AAA's worldwide printed and electronic publications. This session also gives the property representative a chance to advise AAA of any plans for improvement that may be forthcoming.

Following the interview, the inspector will tour the establishment with the property representative to assess the **AAA Approval Requirements & Diamond Rating Guidelines**. The tour will include an evaluation of all public areas and a cross section of rooms. The inspector will discuss both strengths and weaknesses of the property as it relates to our Guidelines. ***This dialogue is unique to the AAA Diamond Rating Process and is a valuable resource to any property.***

The overall evaluation process will include the review of six key areas:

- **CLEANLINESS AND CONDITION**
- **MANAGEMENT AND STAFF**
- **EXTERIOR, GROUNDS, AND PUBLIC AREAS**
- **GUESTROOM DÉCOR, AMBIANCE, AND AMENITIES**
- **BATHROOMS**
- **GUEST SERVICES** (if applicable)

Cleanliness and condition

All establishments must be clean, comfortable, and well-maintained. The inspector will evaluate the overall condition of the property to determine if the property meets above average standards and should be considered for a Diamond Rating.





Management and staff

Properties will receive a mark of 'Pass' or 'Fail' based on the manner of interaction with all property representatives. The inspector will be evaluating the overall level of hospitality, professionalism, and deportment. It is critical to receive a passing mark to be considered for a Diamond Rating.

Exterior, grounds, and public areas

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Varying weights are applied based on the classification of the property. For example, the exterior, grounds, and public areas at a resort carry more weight than at a downtown hotel.



Guestroom décor, ambiance, and amenities

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Varying weights are applied based on the classification of the property. For example, the room décor, ambiance, and amenities at a hotel carry more weight than at an outdoor vacation resort.

Bathrooms

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Weights remain relatively the same regardless of classification.



Guest services

A high level of guest services is the hallmark of the coveted AAA Four and Five Diamond Ratings. All properties must first match the physical guidelines respective of the Four or Five Diamond levels to qualify for a series of anonymous visits by AAA inspectors. Our overnight hospitality assessment includes a review of twelve critical areas and measures approximately 300 guest interaction points. All properties must achieve at least a Four Diamond Rating in

guest services to be considered for a Four Diamond Rating overall; similarly, a property must achieve a Five Diamond Rating in guest services to be considered for a Five Diamond Rating overall.

THE ACHIEVEMENT OF A AAA DIAMOND RATING MEANS THAT AN ESTABLISHMENT IS ONE OF AN EXCLUSIVE GROUP THAT HAS SUCCESSFULLY COMPLETED THIS THOROUGH EVALUATION PROCESS.

If a property is approved, the inspector will assign, or recommend, a Diamond Rating or FYI designation as appropriate based on conditions that exist at the time of the evaluation. The inspector will provide the property representative a written summary of the evaluation, including the rating decision. The frequency of subsequent AAA evaluations varies slightly, depending on the classification and the assigned rating of each establishment.

Section Two

The Diamond Rating Guidelines

AAA DIAMOND RATINGS REPRESENT A COMBINATION OF THE OVERALL QUALITY, THE RANGE OF FACILITIES, AND THE LEVEL OF HOSPITALITY OFFERED BY A PROPERTY. These widely recognized and trusted symbols help AAA members choose lodgings that will meet their needs and expectations.

AAA inspectors are responsible for determining a property's Diamond Rating based on established standards that are developed with input from our trained professionals, AAA members, and various lodging industry professionals.

AAA's Diamond Rating Guidelines indicate what is typically found at each rating level. However, the size, age, and overall appeal of an establishment are also considered, as well as regional architectural style and design. Diamonds are assigned based on the average of all property characteristics, with a focus on overall guest impression rather than on individual elements. Therefore, not meeting a guideline (in one area) may not necessarily affect the overall Diamond Rating.

The final factor in determining the Diamond Rating for a property is professional judgment, which is a very important part of the rating assessment. Our inspectors are North America's travel experts based upon ongoing training and experience in conducting more than 32,000 lodging evaluations per year.

What the Diamond Ratings Mean

One Diamond



These establishments typically appeal to the budget-minded traveler. They provide essential, no-frills accommodations. They meet the basic requirements pertaining to comfort, cleanliness, and hospitality.

Two Diamond



These establishments appeal to the traveler seeking more than the basic accommodations. There are modest enhancements to the overall physical attributes, design elements, and amenities of the facility - typically at a moderate price.

Three Diamond



These establishments appeal to the traveler with comprehensive needs. Properties are multifaceted with a distinguished style, including marked upgrades in the quality of physical attributes, amenities, and level of comfort provided.

Four Diamond



These establishments are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service, and attention to detail.

Five Diamond



These establishments reflect the characteristics of the ultimate in luxury and sophistication. Accommodations are first class. The physical attributes are extraordinary in every manner. The fundamental hallmarks at this level are to meticulously serve and exceed all guest expectations while maintaining an impeccable standard of excellence. Many personalized services and amenities enhance an unmatched level of comfort.

GLOSSARY:

- ▶ **Climate controlled** – Heat, ventilation and/or air conditioning and cooling.
- ▶ **Dated** – Marked by features of the past; showing the effects of long use or wear; unfashionable.
- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **2D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Exterior

| EXTERIOR | | | | | |
|----------------------------|--|--|---|--|--|
| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| GENERAL CURB APPEAL | The combination of all exterior elements imparts a basic or dated style; Limited coordination in design; Limited quantity and variety of appointments; Overall, conveys an unadorned curb appeal | The exterior elements are moderately enhanced (as compared to basic) in quantity, function, and/or variety, with an increased coordination in design; Overall, conveys a modestly enhanced curb appeal | The exterior elements are obviously enhanced and are well-coordinated for form, function, and seasonality; Some areas have a residential feel; Overall, conveys a very attractive curb appeal | 3D, plus: The combination of all exterior elements is substantial, impressive, well-integrated, and imparts an excellent level of curb appeal which is upscale in style | 4D, plus: The combination of all exterior elements imparts an extraordinary and luxurious feel; Appointments are unique and contribute to an elegant level of curb appeal |
| Landscaping | Limited quantity and variety of landscaping; Basic design | Enhanced quantity, function, and variety of landscaping; Coordinated design | Various landscape features are well-coordinated for form, function, and seasonality; An ample quantity and variety of plants are integrated with buildings, walkways, parking lots, courtyards, gardens, etc. | 3D, plus: Excellent variety of mature plants; Obviously professionally planned and manicured | 4D, plus: Elegant and extensive variety of landscaping, with meticulous attention to detail in placement and care |

EXTERIOR

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---------------------------------------|--|---|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Building Structure; Design | Basic or dated in style | Modest enhancements to form and function via roofing, windows, siding, or some other architectural feature(s) | Significantly enhanced in form and function with some residential appointments, such as: enhanced roofs, intricate moldings, window treatments, balconies, chimneys, etc. | 3D, plus: Obviously upscale | 4D, plus: Extraordinary with unique architectural features |
| Main Entrance | No drive-through covered entry | Drive-through covered entry; Limited capacity (one-car width) | 2D, plus: Increased capacity (two-car width); Structure is decorative | 3D, plus: Oversized capacity (two-car width and depth); Upscale design and appointments | 4D, plus: Elegant design and appointments |
| Parking | Varied surfaces; Illumination is adequate | 1D, plus: Paved and marked areas | 2D, plus: Lighting is well-positioned, from multiple sources, and provides a good level of overall illumination | 3D, plus: Lighting fixtures reflect upscale characteristics with respect to the design of the property Valet parking upon request or some other upgraded feature, such as: covered/indoor parking, shuttle service, or evidence of added security | 4D, plus: Valet parking is automatic |

GLOSSARY:

- ▶ **Climate controlled** – Heat, ventilation and/or air conditioning and cooling.
- ▶ **Dated** – Marked by features of the past; showing the effects of long use or wear; unfashionable.
- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **2D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Public Areas

| PUBLIC AREAS | | | | | |
|--------------------------------|--|--|---|---|---|
| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| GENERAL DÉCOR STYLE | Predominantly basic or dated style with limited coordination of appointments that provide an adequate level of comfort | Increased coordination of appointments combined with modest enhancements to function, design elements, room size, and/or amenities that provide an enhanced level of comfort | Predominantly residential style with decorative appointments that are attractive, well-coordinated for form and function , and provide an obvious degree of comfort | 3D, plus: Predominantly upscale style that provides an exceptional degree of comfort | 4D, plus: Predominantly elegant style with luxurious, unique, and artistic appointments |
| Floor Coverings | Basic material, such as: linoleum, painted concrete, or low density pile carpet with padding that provides little or no comfort underfoot (floor feels hard) | Enhanced material, such as: wood laminates and vinyl, or medium density pile carpet with padding that provides average comfort underfoot | 2D, plus: Wood laminates or carpet with enhanced design, such as: patterns, textures, or inlays ; Decorative tile (ceramic, stone, concrete, terra cotta, etc.); Hard surfaced floors have decorative area rugs as appropriate | 3D, plus: High grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot | 4D, plus: Custom inlays or textured enhancements that provide an overall design that is obviously elegant and unique; Area rugs are luxurious and unique |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|--|--|--|---|--|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Wall Coverings including Interior Corridors (if applicable) | Walls are of basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, or wallpaper | Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber or vinyl baseboards | Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Chair rails and carpeted baseboards | 3D, plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, etc.; Wood baseboards | 4D, plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements |
| Ventilation | | Climate controlled | Climate controlled | Climate controlled | Climate controlled |
| Exterior Corridors (if applicable) | Building structure and design is basic or dated in style | Weather appropriate (Provides protection and comfort with respect to climatic elements); Building structure shows modest enhancements to design and function via roofing, windows, siding, or some other architectural feature(s) | 2D, plus: Building structure and design is significantly enhanced in form and function with some residential appointments, such as: enhanced roofs, moldings, window treatments, etc. | 3D, plus: Building structure and design is obviously upscale | 4D, plus: Extraordinary with unique architectural features |
| Landscaping (Relating to Exterior Corridors) | Limited quantity and variety of landscaping; Basic design | Enhanced quantity, function, and variety of landscaping; Coordinated design | Various landscape features are well-coordinated for form, function, and seasonality; An ample quantity and variety of plants are integrated with buildings, walkways, parking lots, courtyards, gardens, etc. | 3D, plus: Excellent variety of mature plants; Obviously professionally planned and manicured | 4D, plus: Elegant and extensive variety of landscaping, with meticulous attention to detail in placement and care |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|---|--|--|---|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Wall Hangings/ Decorative Enhancements | | Poster(s) or commercial artwork with thin, un-enhanced wood, metal, or plastic frame(s) | Matted artwork (common or commercial) in enhanced frame(s) or other decorative appointments | Variety of matted and framed or unframed canvas artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal | 4D, plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants |
| Ceilings | Basic material and design, such as: drop tile, concrete, or standard grade wood | Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc. | Predominant use of decorative elements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone | 3D, plus: One architectural or design feature, such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc. | 4D, plus: Multiple architectural or design features |
| Illumination | Basic lighting fixtures that provide an adequate level of overall illumination | Lighting fixtures are modestly enhanced in style, positioning, and function to provide a good level of overall illumination | 2D, plus: Lighting fixtures are decorative and well-coordinated for form and function | 3D, plus: Lighting fixtures reflect upscale design and provide an excellent level of overall illumination | 4D, plus: Custom lighting fixtures of outstanding quality provide a unique illumination effect |
| Signage | Basic design in limited locations throughout the property | Modestly enhanced design in appropriately placed locations throughout the property | 2D, plus: Decorative enhancements in design | 3D, plus: Upscale design in ample locations | 4D, plus: Custom design creatively placed for a unique effect |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|--|---|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Lobby/ Registration Area | Obviously restricted by size and/or placement of appointments; Basic counter registration with limited or no seating capacity | Modest restrictions due to size and/or placement of appointments; Seating arrangement for one small group, such as: a sofa and two arm chairs | No restrictions, as placement of appointments is well-proportioned to area size; Expanded seating arrangement accommodating two small groups; Placement of appointments is well-proportioned to area size and traffic flow | Area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for many guests; Multiple conversational groupings, including one or more privacy areas; Identifiable guest service area and bell stand | Area size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for many guests; Identifiable concierge area |
| Furniture | If available, predominantly basic materials, such as: particle board, laminate, or vinyl finishes; Dated styles with limited coordination; Provides an adequate level of comfort | An increased level of coordination; Modest enhancements in materials, design, and function; Provides an enhanced level of comfort | Decorative and well-coordinated for form and function; Overall construction and design reflects current industry trends , such as: Melamine resins, solid wood trim, or upgraded laminate finishes; Provides an obvious degree of comfort | 3D, plus: Modern or antique upscale style and materials, such as: solid wood, polished metals, leather, designer fabric, veneer finishes with solid wood accents, laminate insets, etc.; Provides an exceptional degree of comfort | 4D, plus: Luxurious, unique, and elegant custom design and workmanship |
| Ice, Vending, Sundries & Shops | Ice machine(s) available Vending machine(s) available | Multiple sealed ice machines Basic hygiene amenities, such as: toothbrush/paste, razors, mouthwash, shower caps, combs, etc., available at the front desk or in vending machine | 2D, plus: Located in a recessed area Dedicated sundry area offering a variety of merchandise, such as: health and beauty needs, food, beverage, and reading materials | 3D, plus: Conveniently located and appropriately soundproofed Upscale gift shop | Specialized service, delivery or in-room honor bar Variety of first-class shops |




PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|------------------------|----------------|---|---|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Business Center | | Personal computer, with Internet access, available in lobby for guests' use | Dedicated open area (out of traffic pattern) with desk and chair, to include at least three business-related items, such as: PC, printer, copier, fax machine, supplies, etc. | 3D, plus: Well-appointed, enclosed area; Multi-guest capability with comprehensive office supplies | 4D, plus: Luxurious surroundings include the latest business technology; Professionally staffed area |
| Elevator | | Elevator is available for guests' use in multi-story buildings | 2D, plus: Primarily dedicated to guests' use; Prompt response, quick moving, and spacious; Elevator includes decorative appointments; Landing includes a limited (four) amount of decorative furnishings, such as: tables, lamps, phone, artwork, chair, mirror, flowers, etc., and is recessed from the lobby and guestroom corridors | 3D, plus: Multiple elevators include upscale appointments; Landings include a variety of upscale furnishings (five), such as: sofa table, lamps/wall sconce, phone, artwork, chair, coffee table, mirror, flowers/plants, etc.; Additional service elevator is available for staff's use | 4D, plus: Elevator cabs have dual call button panels; landings are elegant with luxurious, unique, and artistic appointments |
| Miscellaneous | | Artificial or live plants in limited locations | Good variety of live plants or artificial floral arrangements used as appropriate for decorative accents throughout the property | Abundant variety of live plants, silk, or dried floral arrangements used as appropriate to enhance an upscale theme throughout the property | Garden-fresh condition, outstanding variety of live plants and flowers that are uniquely arranged to provide a luxurious appeal throughout the property |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---------------------------|----------------|---|---|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Miscellaneous (cont'd) | | Limited (washer and dryer only) coin-operated laundry facilities | Expanded coin-operated laundry facilities, such as: multiple machines, vending supplies, folding table, etc. –or– valet laundry | Valet laundry and pressing available | 4D, plus: Personalized services available, such as: one hour pressing, shoeshine, tailoring or alterations, etc. |
| | | Luggage carts available | 2D, plus: Design enhancements, such as: solid construction, larger, smooth tracking wheels, and bumper guards | 3D, plus: Upscale design enhancements, such as: brass or metal finish, carpeted base, and multiple hanging capabilities. Luggage assistance available upon request | Luggage assistance upon arrival is automatic |
| Meeting Rooms | | Private meeting room available; Basic audiovisual equipment available, such as: projectors, microphones, television, sound system, etc. | Expanded meeting space with decorative appointments; Increased variety of audiovisual equipment available, such as: dropdown projector and screen, smart lectern, controlling lights and surround sound, multi-casting, wireless communication, etc.; Some conference services available, such as: planning assistance, catering, and most technology needs | A variety of meeting rooms, such as: ballroom, boardroom, theatre, and/or meeting rooms of various sizes, with upscale appointments; All audiovisual equipment is state-of-the-art; Full conference services available including on-site professional conference planner and technical support | 4D, plus: Luxuriously appointed, first-class facilities; Custom conference services |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|----------------|---|--|--|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Food & Beverage: Restaurant <i>(if applicable)</i> OR  Breakfast Area Expanded Continental – At minimum, two items in each of the following categories: juice, coffee, fresh fruits, low sugar breads, sweet breads, and cereals with milk. | | One full-service outlet or food court (comparable to a one diamond restaurant) onsite: OR  Standard continental breakfast (minimum: juice, pastry, and hot beverage) is served in a dedicated area with modest restrictions due to size and/or placement of appointments; Limited seating is available | 2D, plus: (comparable to a two diamond restaurant); Lounge or bar area OR  Expanded continental breakfast, or more, is served in a dedicated area that is distinctly separate from the lobby traffic; Appointments are well-proportioned to area size, with appropriate seating for the size of the establishment; Television | Upscale, full-service restaurant (comparable to a three diamond restaurant); Separate lounge or bar area; Room service available for breakfast, lunch, and dinner | 4D, plus: Multiple outlets (at least one is comparable to a four diamond restaurant); Room service available 24/7 |
| Recreational Facilities: Swimming Pool | | Pool area with a limited amount of furniture of basic or mixed styles; Property location determines seasonal availability | Weather appropriate pool (usable at least nine months annually); Area is well-appointed with a good variety of decorative, comfortable pool furniture; Hot tub or whirlpool spa | 3D, plus: Pool area reflects the use of upscale building materials and design, with a variety of pool furniture; Hot tub or whirlpool spa, steam room, or sauna; Food and beverage service is available poolside | 4D, plus: Pool area is of elegant design, with unique appointments, such as: sculptures, waterfalls/features, exotic plants and gardens, stone/tile surfaces with designer inlays, etc.; Outstanding variety of luxurious furniture; Cabanas; Full-time professional attendant is on duty |

PUBLIC AREAS

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|----------------|---|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Spa | | | | Full spa services available | Full spa onsite |
| Exercise Room | | Two pieces of equipment on site in a designated room | 2D, plus: Three or more pieces of equipment; Room is enhanced with at least three purposeful appointments, such as: mirrored walls, television, water cooler, bathroom, towels, clock, scales, etc. | 3D, plus: Five or more pieces of state-of-the-art equipment, including cardio and weight training capability | 4D, plus: Ten or more pieces of equipment; Luxurious health club environment; dressing area includes: lockers, showers, and restrooms; Full-time professional attendant is on duty; In-room exercise equipment available |
| Additional Facilities/ Programs (Golf, tennis, boating, horseback riding, children's activities, babysitting, etc.) | | | Multiple facilities/ programs onsite; Some with off-site privileges | 3D, plus: Arrangements are made for off-site services | 4D, plus: First-class facilities/ programs with custom concierge services provided |
| Restrooms | | One unisex | Separate gender restrooms in a convenient location (If property has expanded meeting facilities, then additional restrooms are available in proportion) | 3D, plus: Upscale appointments | 4D, plus: First-class with luxurious appointments |

GLOSSARY:

- ▶ **Climate controlled** – Heat, ventilation and/or air conditioning and cooling.
- ▶ **Dated** – Marked by features of the past; showing the effects of long use or wear; unfashionable.
- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **2D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Guestroom

| GUESTROOM | | | | | |
|--------------------------------|--|--|---|--|--|
| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| GENERAL DÉCOR STYLE | Predominantly basic or dated style with limited coordination of appointments that provide an adequate level of comfort | Increased coordination of appointments combined with modest enhancements to function, design elements, room size, and/or amenities that provide an enhanced level of comfort | Predominantly residential style with decorative appointments that are attractive, well-coordinated for form and function that provide an obvious degree of comfort | 3D, plus: Predominantly upscale style that provides an exceptional degree of comfort | 4D, plus: Predominantly elegant style with luxurious, unique, and artistic appointments |
| Free Floor Space | Obviously restricted by size and/or placement of appointments; however, provides guest an adequate level of comfort | Modest restrictions due to size and/or placement of appointments | No restrictions, as placement of appointments is well-proportioned to room size | Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests | Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|---|---|---|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Floor Coverings | Basic material, such as: linoleum or low density pile carpet with padding that provides little or no comfort underfoot (floor feels hard) | Enhanced material, such as: wood laminates and vinyl, or medium density pile carpet with padding that provides average comfort underfoot | 2D, plus: Wood laminates or carpet with enhanced design, such as: patterns, textures, or inlays; Decorative tile (ceramic, stone, concrete, terra cotta, etc.); Hard surfaced floors have decorative area rugs as appropriate | 3D, plus: High grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot | 4D, plus: Custom inlays or textured enhancements that provide an overall design that is obviously elegant and unique; Area rugs are luxurious and unique |
| Wall Coverings | Basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, or wallpaper | Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber or vinyl baseboards | Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Carpeted baseboards | 3D, plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, chair rails, etc.; Wood baseboards | 4D, plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements |
| Wall Hangings/ Decorative Enhancements | | Poster(s) or commercial artwork with thin, un-enhanced wood, metal, or plastic frame(s) | Matted and framed artwork (common or commercial) in enhanced frame(s) or other decorative appointments | Variety of matted and framed artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal | 4D, plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|-------------------------|--|---|---|---|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Ceilings | Basic material and design, such as: drop tile, concrete, or standard grade wood | Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc. | Predominant use of decorative enhancements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone | 3D, plus: One architectural or design feature, such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc. | 4D, plus: Multiple architectural or design features |
| Window Coverings | Basic drapes, blinds, or shades offering limited blackout effect from the sun or outside light sources | 1D, plus: Full blackout effect | 2D, plus: Two design enhancements, such as: blinds, shutters, sheers, fabric side panels, valance, glass treatment, cornice, etc., provides a professional design effect | 3D, plus: Three or more design enhancements | 4D, plus: Elaborate, luxurious, and unique visual effect |
| Bed | No headboard -or- headboard and mattress are of basic materials and plain design (vinyl flat top); Box spring or bed base | Headboard and mattress are of modestly enhanced material and design (quilted, soft top); Box spring or bed base | 2D, plus: Decorative headboard | Upscale headboard, bed base and mattress which includes a comfort enhancement, such as: pillow top, memory foam padding, adjustable comfort level, etc. | 4D, plus: Elaborate, luxurious, and unique visual appeal |
| Bedding | Bed coverings are of basic style; Bed linens are of common blends and thread counts (sheer, coarse to touch); Pillows are of a standard grade (thin Polyester batting) | Bed coverings are quilted or modestly enhanced in style; Bed linens are of average (180-250) thread count, closely woven and smooth to touch; Pillows are of an enhanced grade (thick Cluster Fiber) | 2D, plus: Two accent features, such as: comforter, duvet, dust ruffles, bed throw/scarf, multiple pillows, accent pillows/ shams or triple sheeting | Bed coverings include three or more accent features (see 3D); Bed linens are of increased thread count (>250), tightly woven, crisp, and very soft to the touch; Pillows are of an upscale grade, such as: down or feather | 4D, plus: ≥ 300 thread count bed linens (Egyptian cotton, satin, silk or similar) provide a super soft, silk-like feel; Choice of pillow fills, such as: silk, wool, cashmere, premium foams, latex or goose down, etc., is provided |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---------------------------------------|---|---|--|---|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Clothes Storage Hang Space | Open wall-mounted clothes rack with simple wire or non-detachable hangers | Semi-enclosed area with detachable wood, plastic, or heavy metal hangers | Fully-enclosed with at least six open-hook wood or heavy gauge, sculptured plastic matching hangers; Some with skirt or pant hanging attachments; Closet depth is 22 inches (at minimum) and can enclose full length apparel | 3D, plus: At least eight hangers | 4D, plus: At least ten hangers (two of which are satin or similar); One or more designer features, such as: drawers, shelves, shoe rack, walk-in capability, etc.; Closet is illuminated |
| Additional Storage Space | Open clothes storage space | Multiple enclosed drawers; Total storage space can accommodate the needs of two or more guests | 2D, plus: Sufficient space for one piece of luggage, such as: folding metal rack, bench, or credenza top | 3D, plus: Sufficient space for two pieces of luggage (upgraded wooden racks or designer-style benches); Total storage space can accommodate the needs of three or more guests | 4D, plus: Total storage space can accommodate the needs of four or more guests |
| Illumination | Two or more well-positioned basic lighting fixtures; Provide an adequate level of overall illumination | Three or more lighting fixtures; Modestly enhanced in style, positioning, and function; Provide a good level of overall illumination | Four or more well-positioned lighting fixtures; Decorative and well-coordinated for form and function; Provide a good level of overall illumination at each location | 3D, plus: Predominantly freestanding fixtures of upscale design; Provide an excellent level of overall illumination | 4D, plus: Custom lighting fixtures of outstanding quality; Custom function(s), such as: dimmers, point lighting, multiple switches, and/or natural light sources; Provide a unique illumination effect |
| Furniture | Predominantly basic materials, such as: particle board, pressboard, laminate, or vinyl finishes; Dated styles with limited coordination; Provides an adequate level of comfort | 1D, plus: An increased level of coordination; Modest enhancements in materials, design, and function; Provides an enhanced level of comfort | Predominantly freestanding; Decorative and well-coordinated for form and function; Overall construction and design reflects current industry trends, such as: Melamine resins, solid wood trim, or upgraded laminate finishes; Provides an obvious degree of comfort | 3D, plus: Modern or antique upscale style and materials, such as: solid wood, polished metals, leather, designer fabric, veneer finishes with solid wood accents, laminate insets, etc.; Provides an exceptional degree of comfort | 4D, plus: Luxurious, unique, and elegant custom design and workmanship |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|--|---|---|---|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Seating | One chair (typically placed as part of a duplex, triplex, or task table) | 1D, plus: Additional seating for one guest; Vinyl or fabric upholstery | Comfortable seating for two guests – to include desk chair with arms and partial upholstery, such as: vinyl, leather, or fabric; Plus one additional fully upholstered easy/lounge chair that is positioned for television viewing | 3D, plus: Comfortable seating for three guests; Upscale materials and design in an expanded setting, such as: a loveseat, sofa, or oversized chair with ottoman | 4D, plus: Luxurious materials and design; Additional furniture pieces, such as: end tables, coffee or occasional tables |
| Work Space/ Writing Surface <i>Items stored on a writing surface decrease the available working space. A writing surface is judged, in part, on the basis of available space.</i> | Duplex, triplex, or small task table that provides adequate work space (e.g., enough space for a laptop computer and an 8x10 inch reference material item) | Desk or medium task table that provides good work space (e.g., enough space for a laptop computer and two 8x10 inch reference material items) | Desk or large task table that provides very good work space (e.g., enough space for a laptop computer and three 8x10 inch reference material items); One electrical outlet (not in use) conveniently placed at the desk | Large desk that provides ample work space (e.g., enough space for a laptop computer, three 8x10 inch reference material items, and a portable printer); Multiple electrical outlets (not in use) conveniently placed at the desk | 4D, plus: Desktop enhancements, such as: desk blotter, pull-out writing surface, stationery, and other office supplies |
| Ventilation | Heat and/or air conditioning available on a seasonal basis as needed; Window style air-conditioning units | 1D, plus: Conveniently located through-wall units | 2D, plus: Heat and air conditioning available on demand; Modern, quiet, with easily accessible controls in each guestroom | Heat and air conditioning available on demand; Central system with thermostat control | 4D, plus: Digital thermostat control |
| Telephone | Touch-tone telephone | 1D, plus: Message light on telephone | 2D, plus: Voice messaging | 3D, plus: Multiple telephones; Two-line telephone or separate Internet capability | 4D, plus: Cordless telephone; Expanded phone features, such as: pre-programmed dialing keys, speaker capability, personalized display or voicemail |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|---|---|--|--|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Internet | Dial-up capability | High-speed access (cable or wireless) available in some rooms | High-speed cable access available in all rooms | High-speed wireless access available in all rooms | 4D, plus: Available in some public areas of the property |
| Television Type and Placement <i>CRT (Cathode Ray Tube)</i> <i>LCD (Liquid Crystal Display)</i> <i>SED (Surface-conductor Electron-emitter Display)</i> | Standard CRT TV (curved screen); Wall-mounted; Limited viewing angles; Basic cable | 1D, plus: Standard CRT TV (curved screen) with remote control; Located on credenza, dresser, or other furniture piece without a swivel base; Limited viewing angles; Channel directory | 2D, plus: ≥ 25 inch screens with portable full function remote control ; With swivel/pull-out base; Multiple viewing angles ; Multiple televisions in suites ; Expanded Cable channel selection (at least 35 channels) ; Plus one additional feature, such as: free movie channel, pay-per-view movie channels, video games, etc. | 3D, plus: ≥ 25 inch Flat Screen CRT or Flat Panel TV (such as: LCD, Plasma, SED, etc.) ; Located on credenza, dresser, or on/in other furniture piece with a swivel/pull-out base or wall mounted ; Cables and cords are hidden from view | 4D, plus: Custom, decorative enhancement (e.g., framing, mantle placement, remote enclosure, mirrored screen, etc.); High-definition channels available |
| Other Electronics | Clock | Standard clock radio | 2D, plus: Decorative design | 3D, plus: Digital display DVD player (in lieu of pay-per-view movies) | 4D, plus: CD player with at least one CD selection; MP3 docking station; Surround sound audio DVD Player; DVD library available |

GUESTROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|--------------------------|--|---|---|---|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Guest Information | Local telephone directory | 1D, plus: Local Business flyers (food, attractions, transportation, etc.); Notepad and pencil | 2D, plus: Guest-service directory; Complimentary daily newspaper available; Notepad and pen | 3D, plus: Enhanced guest-service directory in folder, binder, or digital format; Complimentary daily newspaper delivered to room; Additional reading materials, such as: magazines, books, etc.; Upgraded stationery package (envelopes, postcards, writing paper) | 4D, plus: Uniquely appointed guest-service directory in folder, binder or digital format; In-room comfort menu providing exercise, spa, butler, or other personalized services; Assortment of complimentary daily newspapers available for delivery to room |
| Comfort | Basic ice bucket (polystyrene foam, plastic, cardboard, etc.) with disposable cups | Plastic ice bucket with lid and disposable cups Iron & board available Full-length mirror | Insulated plastic ice bucket with lid and disposable cups Full-size iron and board Refrigerator available Microwave oven available Extra pillows and blankets available In-room safe Coffee maker and supplies, including tea bags Framed or beveled full-length mirror | Ice bucket with lid of upscale design, such as: insulated and padded vinyl, acrylic or metal; Glass tumblers 3D, plus: In-room snacks, mini bar, or a refrigerator that can be custom stocked upon request In-room safe that is large enough for a standard 12" laptop computer | Ice bucket of luxurious design, such as: designer glass, silver, brushed or glossy metal finish, rings or handles, etc.; Selection of glassware; Ice tongs 4D, plus: Two robes; Two pairs of slippers Umbrella In-room comfort menu providing exercise, spa, butler, or other personalized services |

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- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **2D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Bathroom

| BATHROOM | | | | | |
|------------------------|--|---|---|--|--|
| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| GENERAL DÉCOR STYLE | Predominantly basic or dated style with limited coordination of appointments that provide an adequate level of comfort | Increased coordination of appointments, combined with modest enhancements to function, design elements, room size, and/or amenities that provide an enhanced level of comfort | Predominantly residential style with decorative appointments that are attractive, well-coordinated for form and function that provide an obvious degree of comfort | 3D, plus: Predominantly upscale style that provides an excellent degree of comfort | 4D, plus: Predominantly elegant style with luxurious, unique, and artistic appointments |
| Free Floor Space | Obviously restricted by size and/or placement of appointments; however, provides guest an adequate level of comfort | Modest restrictions due to size and/or placement of appointments | No restrictions, as placement of appointments is well-proportioned to room size | Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests | Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests |
| Floor Coverings | Basic material, such as: linoleum, painted concrete, plain resin, or poured composite surface | Vinyl or ceramic tile | Decorative tile (ceramic, stone, concrete, terra cotta, etc.) | Marble, granite, or other upscale stone floors; Area rug(s) as appropriate | 4D, plus: Custom inlays or textured enhancements provide an overall design that is obviously elegant and unique |

BATHROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|--|--|---|--|--|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Wall Coverings | Basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, dated ceramic tile or wallpaper | Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber, vinyl, or ceramic tile baseboards | Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Wood or decorative ceramic tile baseboards | 3D, plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, etc.; Wood or high-end stone baseboards | 4D, plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements |
| Wall Hangings/ Decorative Enhancements | | | | Matted and framed artwork or other appointments that provide a distinctive or thematic upscale appeal | 4D, plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants |
| Ceilings | Basic material and design, such as: drop tile, concrete, or standard grade wood | Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc. | Predominant use of decorative enhancements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone | 3D, plus: One architectural or design feature, such as: treys, beams, moldings, medallions, raised/vaulted/volume, murals/stencils, tin or skylights, ceiling fans, special effect lighting, etc. | 4D, plus: Multiple architectural or design features |

BATHROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|----------------------------|--|---|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Tub | Basic rectangular style, size (4½ ft. length and 14 in. depth) and materials (fiberglass, acrylic, or porcelain on steel); Simple design (straight sided) | 1D, plus: Modest design enhancement | 2D, plus: Decoratively enhanced in design, or augmented for comfort or function | Enhancements to size (>4½ ft. length and >14 in. depth), design, and/or style, such as: oval, round, or free form | 4D, plus: Obvious enhancements in comfort, design, function, and/or material, such as: larger, two person capability, contoured backs, built-in lumbar back support, water jets, enamel-coated cast iron, natural marble, stone, or other designer features |
| Shower | If separate from tub (or shower only), base is of basic material (metal or fiberglass) and of plain design Basic square size (≤9 sq. ft.) | 1D, plus: If separate from tub (or shower only), base is of enhanced material (acrylic or ceramic tile) Modest enhancement to design -or- irregular shape (rectangular, rounded corner or neo angle) | If separate from tub (or shower only), base is decorative ceramic tile, cultured marble/granite, or poured acrylic Very good size (>9 sq. ft.) | If separate from tub (or shower only), base is of upscale material, such as: marble, granite, stone, or porcelain tiles. Oversized (>12 sq. ft.) | 4D, plus: Separate shower stall in addition to the tub; base is of outstanding material and artistic design, such as: marble, granite, stone, or porcelain tiles with complementary inlays or treatments |
| Tub/Shower Surround | Fiberglass or metal | Acrylic or ceramic tile | Acrylic with enhancements for comfort, style, or function -or- decorative ceramic tile or other solid surface, such as: cultured marble/granite, poured acrylic, etc.) | Marble, granite, stone, or porcelain tiles; Enhanced solid surface; Tub and shower height soap dishes | 4D, plus: Luxurious material and artistic design, such as: marble, granite, stone, or porcelain tiles with complementary inlays or treatments; Seating is integrated into design |
| Shower Curtain/Door | Lightweight vinyl curtain | Heavyweight vinyl curtain or plexi-glass door with aluminum frame | Decorative vinyl, polyester, or nylon curtains with curved shower rod; -or- lightweight glass door with aluminum frame; -or- effective door-less design | 3D, plus: Double curtains -or- heavyweight glass door with/without metal frame | 4D, plus: Fixed door enclosure (framed or frameless); Enhanced (etched, frosted, embossed, tinted, etc.) glass |

BATHROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---|---|---|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Shower Fixtures | Traditional, single function shower head | Multiple setting shower head | Multiple setting shower head with metal finish | Enhanced style, of modern design, fixed shower head | Custom water features, such as: body jets, hand-held sprayers, multiple shower heads, rain showers, or gentle flow environmentally friendly features |
| Toilet | Two-piece, round; Basic style | 1D, plus: Enhanced style | Two-piece, elongated; Basic style | 3D, plus: Enhanced style or function | 4D, plus: Distinct toilet-only area; Enclosed or semi-enclosed |
| Vanity Area Size and Location (Includes: Sink, Counter/Shelf Space, Mirror, Cabinetry and Fixtures) | Combined with toilet area within an enclosed space that is restricted by size and/or placement of appointments | 1D, plus: Modest restrictions due to size and/or placement of appointments OR If vanity area is separate from the toilet area, it is positioned in plain view of the guestroom | 2D, plus: No restrictions, as placement of appointments are well-proportioned to room size OR If vanity area is separate from the toilet area, it is positioned in restricted view from the rest of the guestroom | 3D, plus: Vanity is well-integrated into the overall scheme of the bathroom for convenience and comfort; Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests | 4D, plus: Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests |
| Sink | Wall-mounted, basic style, porcelain | Standard self-rimming porcelain or porcelain on steel | Seamless (Poured acrylic or cultured marble/granite/quartz) -or- Under-mounted porcelain or porcelain on steel | Porcelain or porcelain on steel, with an upscale counter enhancement, such as: wall faucets or upscale counter-mounted faucets | 4D, plus: Multiple sinks of ornate design, such as: above counter vessel or pedestal -or- of designer materials, such as: glass, stainless steel, vitreous china, enameled cast iron, fireclay, brass, nickel, copper, marble, or either real/synthetic stone |

BATHROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|--------------------------------------|---|--|--|---|---|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Available Counter/Shelf Space | Small size (<2 sq. ft.) shelf of basic material, such as: glass, metal, or sheet laminate | Moderate size (≥ 2 sq. ft.) laminate counter | Very good size (≥ 4 sq. ft.) counter space of solid surface, such as: poured acrylic, cultured marble/ granite/quartz, or ceramic tile | Oversized (≥ 6 sq. ft.) counter space of excellent quality, such as: marble, granite, or other solid stone | 4D, plus: Multiple counters and/or shelves; Artistic design, such as: marble, granite, solid stone, or porcelain tiles with complementary inlays or treatments |
| Mirror | Small (1½ ft. x 2 ft.) mirror | Medium-sized (>3 sq. ft.) mirror | 2D, plus: Beveled or decoratively framed mirror | Large (3 ft. x 5 ft.) mirror with an upscale frame | 4D, plus: Artistic design enhancement |
| Cabinetry | | Skirting partially conceals plumbing | Enhanced skirting conceals plumbing | Upscale, furniture-finished skirting | 4D, plus: Elaborate design features, cabinetry, multiple shelving, and/or drawers |
| Illumination | Basic design and function, such as: bulb and cover; Provide an adequate level of overall illumination | Modest design enhancements, such as: box/egg crate style or enhanced glass cover; Provide a good level of overall illumination | Decorative, well-coordinated for form and function; Multiple bulbs and covers provide a good level of overall illumination | 3D, plus: Upscale design; Multiple locations; Illuminated shower; Provide an excellent level of overall illumination at each location | 4D, plus: Designer fixtures; Custom function(s), such as: dimmers, point lighting, multiple switches, and/or natural light sources; Provide a unique illumination effect |
| Other Fixtures | Standard function; Basic materials of plain design | 1D, plus: Modest design enhancements | 2D, plus: Metal with decorative finishes, such as: chrome, pewter, brass, nickel, gold, etc. | Upscale design enhancements, such as: satin or enamel finishes, two or more metal combinations, embossing, etc. | 4D, plus: Designer materials and style; Unique appointments |
| Towels | Basic, lightweight; Rough to touch; Limp feel; Low absorbency; Displayed on caddies | 1D, plus: Modest enhancements in design; Displayed on bars and/or shelves | Medium weight; Soft to touch; Medium absorbency | Heavyweight; Push to touch; Firm, self-supporting feel; Premium cotton with high absorbency | 4D, plus: Generous sized towels or bath sheets; Luxurious appearance, with intricate and detailed enhancements to design |

BATHROOM

| | ONE DIAMOND | TWO DIAMOND | THREE DIAMOND | FOUR DIAMOND | FIVE DIAMOND |
|---------------|--|--|---|--|--|
| | Economy | Mid-Scale | Mid-Scale Plus | Upscale | Ultra-Luxury |
| Personal Care | Two small (< ¼ oz.) bars of soap (or equivalent) | Two medium (≥ ¼ oz.) bars of soap (or equivalent); one packet or bottled item; modest presentation | Four-piece personal care package, includes: one large (≥ 1¼ oz.) and one medium (≥ ¾ oz.) bars of soap (or equivalent); two (≥ ¾ oz.) bottled items; Decorative presentation; Additional amenities (such as: toothpaste/brush, comb, sewing kit, mouthwash, etc.) are available onsite | 3D, plus: Seven-piece personal care package; Toiletries are enhanced by fragrance, natural supplement, packaging, etc.; Includes: two large (≥ 1¼ oz.) bars of soap (or equivalent), three (≥ 1 oz.) bottled items, and two additional items; Upscale presentation; Freestanding soap dish at sink | 4D, plus: Ten-piece personal care package of designer/spa toiletries; Ample sized (≥ 1½ oz.) bars of soap and bottled items (≥ 1¼ oz.); Unique presentation |
| | Facial tissues | 1D, plus: Wall-mounted with chrome covers | Facial tissues inset in vanity (no chrome) | Facial tissues freestanding in decorative container | 4D, plus: Custom designed container |
| | | | Wall-mounted hair dryer | Freestanding hair dryer; Makeup mirror | 4D, plus: Illuminated makeup mirror; Scale; vanity seating |
| Other | | | Night-light | 3D, plus: Landline or cordless telephone available | 4D, plus: Television |

The AAA Four and Five Diamond Rating

These prestigious ratings are achieved by less than four percent of all Approved properties—typically the most luxurious and pampering properties throughout North America. Less than one third of one percent of lodgings receives the Five Diamond® Rating while approximately three and one half percent receives the Four Diamond® Rating. Establishments must consistently reflect upscale and extraordinary characteristics (respectively) in both physical attributes and level of guest services.

If the AAA inspector determines that your establishment meets our Four or Five Diamond Guidelines, the property will next be scheduled for an anonymous hospitality evaluation. Only the Four and Five Diamond evaluations incorporate a review of twelve critical service areas and measure over 300 guest interaction points into the overall rating. In addition, all Five Diamond Rating recommendations are forwarded to AAA's Five Diamond Committee for further review. Once the committee's assessment is concluded, the establishment will be advised in writing of the outcome.

Four and Five Diamond Service Expectations

IN ADDITION TO THE FOLLOWING GUEST SERVICE INTERACTION POINTS, each section is assessed a subjective point value based on the overall levels of competency, refinement, and hospitality.

| 1. Reservation Services | | |
|-------------------------|---------------|----|
| Reservation Services | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | X |
| | X | X |
| | X | X |
| | X | X |
| | X | X |
| | X | |
| | X | |
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| | X | |
| | X | |

| 2. Arrival Services | | |
|----------------------|---------------|----|
| Arrival Services | Service Level | |
| | 5D | 4D |
| | X | |
| | X | X |
| | X | X |
| | X | X |
| | X | X |
| | X | |
| | X | X |
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| | X | |
| | X | X |
| | X | |
| 3. Check In Services | | |
| Check In Services | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | X |
| | X | |
| | X | |
| | X | |
| | X | X |
| | X | X |
| | X | X |
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| | X | |
| | X | X |
| | X | |
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| | X | |
| | X | X |
| | X | |

| 4. Bell Services (Check In) | | |
|----------------------------------|---------------|----|
| Bell Services (Check In) | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | |
| | X | X |
| | X | |
| | X | |
| | X | |
| | X | X |
| | X | X |
| | X | X |
| | X | X |
| | X | |
| | X | X |
| | X | |
| | X | X |
| 5. Evening Housekeeping Services | | |
| Evening Housekeeping Services | Service Level | |
| | 5D | 4D |
| | X | |
| | X | |
| | X | |
| | X | |
| | X | |
| | X | |
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| | X | |
| | X | |
| | X | |

| 6. Wake-Up Call Services | | |
|-----------------------------------|---------------|----|
| Wake-Up Call Services | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | X |
| | X | X |
| | X | |
| | X | X |
| | X | |
| | X | |
| | X | X |
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| | X | X |
| | X | |
| | X | |
| 7A. Room Service (Order Services) | | |
| Room Service (Order Services) | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | |
| | X | X |
| | X | X |
| | X | |
| | X | |
| | X | |
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| | X | X |
| | X | |

| | | | |
|---|---------------|----|--|
| | X | X | The guest feels well served |
| | X | X | Special express services are available for breakfast orders |
| | X | | Evidence of personalized services exists |
| 7B. Room Service (Delivery Services) | | | |
| Room Service (Delivery Services) | Service Level | | |
| | 5D | 4D | |
| | X | X | Delivered within five minutes of time promised |
| | X | X | Morning newspaper is presented with breakfast |
| | X | X | Attendant provides a warm and sincere greeting |
| | X | | Attendant uses guest's name at least once prior to closing |
| | X | | Attendant exhibits a sincere desire and compliance to all guest requests |
| | X | | Attendant anticipates guest's needs or provides a personalized recommendation |
| | X | X | Attendant provides a suggestion as to tray/table placement |
| | X | | Attendant is conversant during set-up and delivery |
| | X | X | Attendant reviews guest order |
| | X | X | Attendant prepares table set up and removes food covers, with guest permission |
| | X | X | Food presentation and quality of ingredients reflects an upscale experience |
| | X | X | All appropriate dishware and linens are of an upscale quality |
| | X | X | All food is served at the proper temperature (hot food hot and cold food cold) |
| | X | X | All food is prepared as ordered |
| | X | | There is additional evidence of personalized services |
| | X | X | Attendant offers to pour beverage |
| | X | X | Attendant provides written or verbal direction for table/tray removal |
| | X | | Attendant is efficient yet unhurried and sensitive to the manner of the guest |
| | X | X | Attendant provides a warm and sincere closing |
| | X | | Attendant addresses guest by name during closing |
| | X | X | The guest feels well served |
| | X | X | Prompt (within 15 minutes) removal of trays/tables, upon request |
| 8. Bell Services (Check Out) | | | |
| Bell Services (Check Out) | Service Level | | |
| | 5D | 4D | |
| | X | X | Service number is answered within three rings |
| | X | X | Operator provides a warm and sincere greeting |
| | X | | Operator uses guest's name at least once prior to closing |
| | X | | Operator exhibits a sincere desire and compliance to all guest requests |
| | X | | Operator anticipates guest's needs or offers a personalized recommendation |
| | X | X | Operator offers to retrieve car or arrange other transportation |
| | X | | Operator is efficient yet unhurried and sensitive to the manner of the guest |
| | X | X | Operator provides a warm and sincere closing |
| | X | | Operator addresses guest by name during closing |
| | X | X | The guest feels well served |
| | X | X | Bell staff arrives promptly; If not within five minutes, guest is notified of delay at time of request |
| | X | X | Bell staff provides a warm and sincere greeting |

| | | | |
|--|---|---|--|
| | X | | Bell staff uses guest's name at least once prior to closing |
| | X | | Bell staff exhibits a sincere desire and compliance to all guest requests |
| | X | | Bell staff anticipates guest's needs or offers a personalized recommendation |
| | X | X | Bell staff inquires about guest's stay |
| | X | | Bell staff is appropriately conversant with guest while providing assistance |
| | X | | Bell staff is efficient yet unhurried and sensitive to the manner of the guest |
| | X | X | Bell staff provides a warm and sincere closing |
| | X | | Bell staff addresses guest by name during closing |
| | X | X | The guest feels well served |

9. Check Out Services

| Check Out Services | Service Level | | |
|--------------------|---------------|----|---|
| | 5D | 4D | |
| | X | X | Express check out services are available 24/7 |
| | X | X | Attendant provides a warm and sincere greeting; recognizes guest appropriately |
| | X | | Attendant addresses guest by name during initial greeting, and as appropriate thereafter |
| | X | | Staff associate acknowledges guests (with a warm and welcoming greeting) guests waiting in line |
| | X | X | Attendant inquires about guest stay |
| | X | | Attendant exhibits a sincere desire and compliance to all guest requests |
| | X | | Attendant provides a copy of bill for review in guest's hand |
| | X | X | Attendant confirms payment method |
| | X | | Attendant places check out folio into the guest's hand |
| | X | | Attendant expresses a warm and sincere thank you for staying at the property |
| | X | | Attendant sincerely encourages guest to return |
| | X | | Attendant anticipates guest's needs or offers a personalized recommendation |
| | X | | Attendant is efficient yet unhurried and sensitive to the manner of the guest |
| | X | X | Attendant provides a warm and sincere closing |
| | X | | Attendant addresses guest by name during closing |
| | X | X | The guest feels well served |

10. Departure Services

| Departure Services | Service Level | | |
|--------------------|---------------|----|---|
| | 5D | 4D | |
| | X | | Guest's vehicle is waiting or comfortable accommodations are provided |
| | X | X | Guest does not wait more than five minutes for pre-arranged transportation |
| | X | X | Attendant provides a warm and sincere greeting |
| | X | | Attendant uses guest's name at least once prior to closing |
| | X | | Attendant anticipates guest's needs or offers a personalized recommendation |
| | X | | Attendant is conversant pertaining to the guest's stay |
| | X | | Attendant reviews all of guest's belongings and their placement in vehicle |
| | X | X | Attendant opens and closes door for guest(s) |
| | X | | Attendant is efficient yet unhurried and sensitive to the manner of the guest |
| | X | X | Attendant provides a warm and sincere closing |
| | X | | Attendant addresses guest by name during closing |
| | X | X | The guest feels well served |

| 11. Concierge Services | | |
|----------------------------------|---------------|----|
| Concierge Services | Service Level | |
| | 5D | 4D |
| | X | X |
| | X | |
| | X | X |
| | X | |
| | X | |
| | X | |
| | X | X |
| | X | |
| | X | |
| | X | |
| | X | X |
| | X | |
| | X | X |
| 12. Miscellaneous Staff Services | | |
| Misc. Staff Services | Service Level | |
| | 5D | 4D |
| | X | |
| | X | |
| | X | |
| | X | |
| | X | X |
| | X | |
| | X | X |
| | X | X |
| | X | X |
| | X | |
| | X | |
| | X | X |
| | X | X |
| | X | |
| | X | X |
| | X | |

Section Three

Additional Information

The Listing

ONCE A PROPERTY IS APPROVED, AAA PUBLISHING ESTABLISHES THE CONTENT AND FORMAT OF EACH LISTING IN ALL OF OUR PUBLICATIONS. **The listing is provided at no cost to the establishment** and does not contain advertising or promotional verbiage provided by the operator.

The listing copy describing the lodging is based in part on objective information provided by the establishment. This listing information is updated annually, and your establishment will be contacted either in person, by mail, or via the telephone.

Failure to provide this information in a timely manner may result in the deletion of your establishment from our publications.

Additionally, AAA's professionally trained inspectors enhance our inventory with descriptive prose for each establishment. This skilled degree of subjectivity enables us to capture the feel of an experience and pass along this valuable information to AAA members.

Each Diamond Rated property has the opportunity to participate in the AAA Official Appointment Program, entitling the establishment to use the renowned AAA (CAA in Canada) emblem and Diamond Rating in its advertising and promotions. This program also entitles the establishment to an enhanced listing in AAA publications. Personalized display advertising in AAA publications is also available.

FYI Designation

This designation means that a property has not been Diamond Rated by a AAA inspector, but is of notable significance and potential member value. The property is unrated due to one of the following reasons:

- The property is *too new to rate*.
- The property is *under construction*.
- The property is *undergoing extensive renovations*.
- The property *has not been evaluated*.
- The property *does not meet all Diamond Rating requirements*.

Lodging Classifications

ALL DIAMOND RATED LODGINGS ARE CLASSIFIED USING KEY DESCRIPTIVE ELEMENTS.

1. FIRST, ALL LODGINGS ARE CLASSIFIED BY STYLE OF OPERATION:

Bed and Breakfast: Typically smaller scale properties emphasizing a high degree of personal touches that provide guests an "at home" feeling. Guest units tend to be individually decorated. Rooms may not include some modern amenities such as televisions and telephones, and may have a shared bathroom. Usually owner-operated with a common room or parlor separate from the innkeeper's living quarters, where guests and operators can interact during evening and breakfast hours. Evening office closures are normal. A continental or full, hot breakfast is served and is included in the room rate.

Cabin: Vacation-oriented, typically smaller scale, freestanding units of simple construction—roughly finished logs or stone—and basic design or décor. Often located in wooded, rural, or waterfront locations. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Condominium: Vacation-oriented—commonly for extended-stay purposes—apartment-style accommodations of varying design or décor. Routinely available for rent through a management company, units often contain one or more bedrooms, a living room, full kitchen, and an eating area. Studio-type models combine the sleeping and living areas into one room. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Cottage: Vacation-oriented, typically smaller scale, freestanding units with home style enhancements in architectural design and interior décor. Often located in wooded, rural, or waterfront locations. Units may vary in design and décor. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Country Inn: Although similar in definition to a bed and breakfast, country inns are usually larger in scale with spacious public areas and offer a dining facility that serves—at a minimum—breakfast and dinner.

Hotel: Commonly, a multistory establishment with interior room entrances offering a variety of guest unit styles. The magnitude of the public areas is determined by the overall theme, location and service level, but may include a variety of facilities such as a restaurant, shops, fitness center, spa, business center, and/or meeting rooms.

Motel: Commonly, a one- or two-story establishment with exterior room entrances and drive up parking. Typically, guest units have one bedroom with a bathroom of similar décor and design. Public areas and facilities are often limited in size and/or availability.

Ranch: Typically a working ranch with an obvious rustic, Western theme featuring equestrian-related activities and a variety of guest unit styles.

Vacation Rental House: Vacation-oriented—commonly for extended-stay purposes—typically larger scale, freestanding, and of varying design or décor. Routinely available for rent through a management company, houses often contain two or more bedrooms, a living room, full kitchen, dining room, and multiple bathrooms. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

2. SECOND, A DETERMINATION IS MADE PERTAINING TO OVERALL CONCEPT – AND (IF APPLICABLE), A LODGING MAY BE FURTHER DEFINED AS:

Boutique: Feeling small and intimate, offering a highly individualized experience; may have a luxurious or quirky style which is fashionable or unique.

Casino: Extensive gambling facilities are available, such as: blackjack, craps, keno, and slot machines.

Classic: Renowned and landmark properties, older than 50 years, well known for their unique style and ambiance.

Contemporary: Overall design and theme reflects characteristics of the present era's mainstream tastes and style. Trendy, modern, and typically equipped with all current technology.

Extended Stay: Offers a predominance of long-term accommodations with a designated full-service kitchen area or efficiency within each unit.

Historic: These properties are typically over 75 years of age and exhibit many features of a historic nature with respect to architecture, design, furnishings, public record, or acclaim. Properties must meet one of the following criteria:

- *Maintained the integrity of the historical nature*
- *Listed on the National Register of Historic Places*
- *National Historic Landmark or located in a National Register Historic District*

Resort: Recreation-oriented, geared to vacation travelers seeking a specific destination experience. Travel packages, meal plans, theme entertainment, and social and recreational programs are typically available. Recreational facilities are extensive and may include spa treatments, golf, tennis, skiing, fishing, or water sports. Larger resorts may offer a variety of guest accommodations.

Retro: Overall design and theme reflects a contemporary design reinterpreting styles from a bygone era.

Vacation Rental: Typically houses, condos, cottages or cabins; these properties are a "home away from home" offering more room and greater value for the money. In general, they provide the conveniences of home, such as full kitchens and washers/dryers. Located in resort or popular destination areas within close proximity to major points of interests, attractions, or recreation areas, these properties may require a pre-arranged reservation and check-in at an off-site location. Housekeeping services may be limited or not included during stay.

Vintage: Offers a window to the past and provides an experience reflecting a predominance of traits associated with the era of their origin.

Accessibility



Accessible Features: This property has some accessible features. It may be fully accessible, semi-accessible, or meet some of the needs of hearing-impaired individuals.

*Accessibility is not a requirement for listing and will not affect your Diamond Rating. However, we **strongly encourage** you to make every effort to meet the needs of all your guests – including the mature traveler and those with disabilities.*

Member Comment Procedures

AAA CLOSELY MONITORS THE NUMBER AND TYPE OF COMMENTS WE RECEIVE FROM MEMBERS REGARDING ALL APPROVED PROPERTIES. When members write to us expressing dissatisfaction with a particular lodging, it is tracked through the AAA National Office Member Relations department. All complaints are carefully reviewed for validity. The establishment is then notified of each complaint so they have an opportunity to respond and resolve the matter within a reasonable period of time. Even though a complaint may be satisfactorily resolved, the complaint becomes a permanent part of the establishment's record.

If a member complaint is determined to be of an extreme nature, an establishment may be disapproved immediately and without warning. This action is at AAA's sole discretion.

If a property has been disapproved for excessive member complaints, a written request for a reevaluation may be submitted, accompanied by an explanation of the actions taken to limit future complaints.

Note: Such properties may not reapply until one year has passed from the date of disapproval. All requests may be addressed to:

AAA Tourism Information Development
1000 AAA Drive
Mail Stop 51
Heathrow, FL 32746-5063

The AAA Appeals Process

THE APPEALS PROCESS WAS ESTABLISHED AS A RESOURCE FOR ALL RESTAURANTS, LODGINGS, CAMPGROUNDS, AND ATTRACTIONS EVALUATED BY AAA.

What can I appeal?

We value our relationship with all properties; therefore, properties can appeal any aspect of their status with AAA. Each situation is kept confidential and is handled on an individual basis.

How do I file an appeal?

First, contact the AAA Customer Service Center, Monday through Friday, from 8:30am to 5:15pm (Eastern Time) at 407-444-8370. In many cases, our analysts will be able to answer your concern immediately.

If resolution is not obtained, your call will be directed to the AAA Regional Manager for your area.

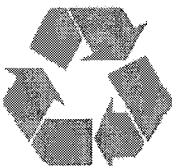
If an issue remains unresolved after the above steps, an establishment is asked to state its concerns in writing for review by the AAA Appeals Committee. All appeals entertained by the committee must be in writing from the **establishment only**. In order to expedite this process, appeals should outline the specific concerns in a succinct manner. Each appeal is thoroughly researched and given thoughtful consideration and a substantive reply.

All appeals should be sent to the attention of:

**AAA Appeals Committee
1000 AAA Drive
Mail Stop 51
Heathrow, FL 32746-5063**

Please note: The committee's decision on your appeal will be considered as **AAA's final decision**. You will be notified by mail as to the status of your appeal within 45 days of receipt of your written statement.

Green Programs



AAA SUPPORTS ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY THROUGHOUT THE HOSPITALITY INDUSTRY TO THE EXTENT THAT TRULY EFFECTIVE PROGRAMS MAINTAIN QUALITY STANDARDS OF GUEST COMFORT. We strongly encourage continued use of programs that offer guests choices without consequences for noncompliance. Effective green programs are intended to reduce waste without reducing guest comfort.

Addresses and Phone Numbers

If you have additional questions...

- ▶ Please call AAA at:

(407) 444-8370
Evaluation Applications, Operations, Rating and Listing Information

(407) 444-8280
Display Advertising & Official Appointments

- ▶ Visit us at www.AAA.biz/Approved

- ▶ Or, write to us at:

AAA
Tourism Information Development
Mail Stop 51
1000 AAA Drive
Heathrow, FL 32746-5063

Establishments located in Southern California should contact the following AAA club:

Automobile Club of Southern California
P.O. Box 25001
Santa Ana, CA 92799-5001

(714) 885-2247, option #2
Evaluations, Ratings, and Official Appointments

(714) 885-2410
TourBook Advertising

EXCLUSIONS

The following are modifications to the AAA Diamond Rating Guidelines pertaining to a four diamond hotel that shall be applicable in connection with Lessee's satisfaction of the Required Hotel Standard. Each heading below in all capital letters refers to the corresponding heading in the far left hand column of Section 2 of the AAA Diamond Rating Guidelines and all page number references refer to the corresponding page number of the AAA Diamond Rating Guidelines.

1. **MAIN ENTRANCE** (page 8): The main entrance shall not be required to have "oversized capacity." The capacity will be part of flowing parking lot traffic, not curbed porte-cochere.
2. **WALL COVERINGS INCLUDING INTERIOR CORRIDORS** (page 10): The public areas shall not be required to include wood paneling, wainscot or wood baseboards in corridors to the extent that such items are inconsistent with the approval design (including due to operational insensitivity).
3. **CEILINGS** (page 11): The ceilings in the public areas shall not be required to feature beams, murals, stencils, fans or special effect lighting to the extent that such items are inconsistent with the approved design.
4. **LOBBY/REGISTRATION AREA** (page 12): The lobby shall not be required to house multiple conversation grouping areas or provision for a guest service area if the lobby is not of sufficient size to accommodate such items. The lobby of the Hotel is expected to accommodate 1 or 2 seating areas and will not incorporate a concierge service area.
5. **BUSINESS CENTER** (page 13): The business center will not be required to be an enclosed area. It may function in an open area of the lobby area and incorporate other design elements.
6. **MEETING ROOMS** (page 14): The Hotel will not be required to contain a "theatre" space. The Hotel will be required to house only limited audiovisual equipment if these services are out-sourced to third party providers.
7. **FOOD & BEVERAGE: RESTAURANT** (page 15): Room service shall be available for breakfast, lunch and dinner, but the room service menu shall not be required to include all items available in the restaurant.
8. **WALL COVERINGS** (page 18): The wall coverings in the guestrooms shall not be required to include wood paneling, wainscot or wood baseboards to the extent that such items are inconsistent with the approved design (including due to operational insensitivity).

9. CEILINGS (page 19): The ceilings in the guestrooms shall not be required to incorporate trim molding, beams, fans or special effect lighting to the extent that such items are inconsistent with the approved design.
10. OTHER ELECTRONICS (page 22): The guest rooms shall be required to include either pay-per-view movies, a DVD player (or comparable technological evolution) or a multi-media port system (or comparable technological evolution) to permit guests to utilize their own media devices.
11. GUEST INFORMATION (page 23): The Hotel is not required to automatically deliver a daily newspaper to each guestroom, but newspapers shall be delivered upon request and will be available to guests in the lobby or other common areas (to the extent that the supply of newspapers continues to be included in the AAA Diamond Rating Guidelines). The Hotel is not required to provide additional reading materials (such as magazines, books, etc.) or upgraded stationery page (envelopes, postcards, writing paper).
12. AVAILABLE COUNTER/SHELF SPACE (page 28): The guestroom bathrooms shall not be required to incorporate "oversized" (6 square feet or greater) counter space if the particular bathroom dimensions in the approved design do not accommodate such amount of counter space.
13. PERSONAL CARE (page 29): The "seven-piece personal care package" may be reduced to a six-piece personal care package.
14. BELL SERVICES (CHECK IN) (page 32): The escort shall not be required to explain features and functions of the room or to offer to fill the ice bucket.
15. ROOM SERVICE (DELIVERY SERVICES) (page 34): A morning newspaper will be required to be delivered with breakfast only upon request by the guest.
16. CONCIERGE SERVICES (page 36): Concierge services may be provided by the front desk staff.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

UNION BANK, N.A.
Attn: Manager
Commercial Real Estate Loan Administration
145 S. State College Blvd., Suite 600
Brea, California 92821

GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT

[Marina Hotel]

This GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT (this “**Estoppel and Consent**”) is made as of August 30, 2013, by the COUNTY OF LOS ANGELES (“**County**”) and UNION BANK, N.A., successor-in-interest to Santa Barbara Bank & Trust, its successors and/or assigns (“**Lender**”), and acknowledged by IWF MDR HOTEL, L.P., a California limited partnership (“**IWF**”).

RECITALS:

A. County, as lessor, and a predecessor-in-interest to IWF, as lessee, entered into that certain Lease Agreement No. 5577, dated May 7, 1962 (as amended prior to the Restated Lease described below, the “**Pre-Existing Lease**”) which Pre-Existing Lease related to certain real property in the Marina del Rey Small Craft Harbor commonly referred to collectively as Parcel Nos. 42 and 43.

B. Concurrent or substantially concurrent herewith County and IWF have entered into an Amended and Restated Lease Agreement that fully amends and restates the Pre-Existing Lease (the “**Restated Lease**”), including a modification of the premises under the Restated Lease to include only the modified Parcel No. 42 parcel legally described on Exhibit “A” attached hereto (the “**Parcel**”). The Pre-Existing Lease, as fully amended and restated by the Restated Lease, is referred to herein as the “**Lease**.” Capitalized terms used herein shall have the meanings given in the Lease unless otherwise defined.

C. Lender extended a loan to Borrower (the “**Loan**”) in the original principal amount of \$21,507,000, as evidenced by certain Loan Documents (as defined in Paragraph 1 of the Consent below). Pursuant to a Holdback Disbursement Agreement and Amendment (“**Holdback Disbursement Agreement**”) Lender is making certain loan proceeds from the Loan (the “**Holdback Amount**”) available to IWF to partially finance Renovation Work to be constructed on the Premises by IWF. Lessee’s obligations under the Loan Documents, as modified by the Holdback Disbursement Agreement, are and will continue to be secured by all of IWF’s right, title and interest in the Parcel, the Improvements located thereon, and the Lease (collectively, the “**Leasehold Estate**”) pursuant to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 15, 2006 and recorded May 22, 2006 in the Official

Records of Los Angeles County ("**Official Records**") as Instrument No. 06 1115108, as amended by that certain Modification of Deed of Trust dated April 19, 2011 and recorded in the Official Records on April 26, 2011, as Instrument No. 20110599425, as further amended by a Second Modification to Deed of Trust dated substantially as of the date hereof (as modified, the "**Deed of Trust**"), and such other security as is described in more detail in the documents relating to the Loan, which documents are described in more detail below.

D. The proceeds of the Holdback Amount will be utilized by IWF to finance, in part, the Renovation Work under the Lease.

E. As a condition to the modification of the Loan in accordance with the Holdback Disbursement Agreement and with knowledge that IWF and Lender are relying hereon, County has been requested to deliver this Estoppel and Consent.

ESTOPPEL

In consideration of the foregoing recitals, County hereby represents and warrants as follows:

1. A true and complete list of the documents comprising the Restated Lease and all amendments, supplements, and other modifications thereto of every nature is attached to this Estoppel and Consent as Exhibit "B". Upon and after the execution and delivery of the Restated Lease, the Restated Lease shall constitute the entire agreement between the parties to the Restated Lease with respect to periods from and after the date of the Restated Lease. Except as set forth on Exhibit "B", the Restated Lease has not otherwise been modified, supplemented or amended in any way.

2. Immediately prior to the execution and delivery of the Restated Lease the Pre-Existing Lease was in full force and effect. Upon the full execution and delivery of this Estoppel and Consent and the Restated Lease, which execution and delivery is intended to occur on a concurrent basis, the Pre-Existing Lease shall be fully amended and restated in accordance with the Restated Lease with respect to the Parcel, and the Restated Lease shall be in full force and effect. County has not assigned its interests in the Lease, either in whole or in part.

3. The Term of the Lease commenced on March 1, 1962 and will terminate on February 28, 2061.

4. Rents and other charges have been fully paid under the Pre-Existing Lease through March 31, 2013, as verified by formal audit for the period ending such date (the "**Effective Audit Date**"). That audit revealed that rents due under terms of the Pre-Existing Lease have been fully paid through the Effective Audit Date. Monthly payments of annual square foot rental in the amount of \$52,842.25, as required under Section 12 of the Pre-Existing Lease, have been timely and fully made since the Effective Audit Date for all months up through and including August, 2013 (subject to adjustment for the remaining portion of the month of August, 2013 from and after the Effective Date of the Restated Lease (if any) to account for the difference in the amount of the monthly installment of such annual square foot rental and the Monthly Minimum Rent to be paid under the Restated Lease from and after the Effective Date of the Restated Lease). Monthly payments of percentage rent, to the extent required under Section

13 of the Pre-Existing Lease, have been made since the Effective Audit Date for all months through and including August, 2013 (for the gross receipts for July, 2013), but are subject to audit. In the event any such audit reveals rental deficiencies, the County is entitled to receive and will expect payment by IWF or the then-current lessee under the Restated Lease for all unpaid deficiencies accruing on and after the Effective Audit Date under the Pre-Existing Lease. No representation is made herein by County as to the current status of the lessee's payments of possessory interest taxes or any other taxes, assessments or similar service charges which may be due by the lessee to the County or other governmental or regulatory body in connection with the Parcel or the premises under the Pre-Existing Lease.

5. To the best knowledge of County, and except as otherwise set forth in this Paragraph, there are no existing defaults under the Lease with respect to any monetary (subject to County's audit right described in Paragraph 4, above, with respect to percentage rents payable for periods after the Effective Audit Date) or non-monetary provision of the Lease and no event has occurred which, with the passage of time or giving of notice, or both, would constitute a default with respect to any non-monetary provision of the Lease.

6. Prior to the execution of the Restated Lease a security deposit in the amount of \$13,210.56 was held by County under the Pre-Existing Lease. Concurrent with the execution and delivery of the Restated Lease, Lessee is delivering to County an additional \$55,193.73 to increase the security deposit held by County under the Restated Lease to an aggregate of \$68,404.29.

7. No voluntary surrender or mutual termination of the Lease by IWF will be effective without the prior written consent of Lender. Notwithstanding the foregoing, subject to Section 12.6 of the Restated Lease, the County reserves its right under the Lease to terminate the Lease based upon: (i) an Event of Default following County's provision of the notices and opportunities to cure to IWF and Lender or any other encumbrance holder consented to by County under the Lease; (ii) the expiration of the term of the Lease; or (iii) as otherwise expressly provided in the Lease. The address for Lender as an Encumbrance Holder (as defined in the Lease) for written notice under the terms of the Lease is:

Union Bank, N.A.
Attn: Manager
Commercial Real Estate Loan Administration
145 S. State College Blvd., Suite 600
Brea, CA 92821

8. County has approved the Renovation Plan and Final Plans and Specifications for the Renovation Work on the Parcel as provided in Section 5.1 of the Restated Lease.

9. The 180-day period set forth in Section 13.1.4 of the Restated Lease by which a restaurant on the Premises that fails to be open to the public must be re-opened shall not commence until the earlier of (a) the substantial completion of the Renovation Work with regard to the restaurant or (b) the Required Construction Completion Date.

10. County agrees that Lender (i) is an “**Encumbrance Holder**” as defined in Section 12.1.1 of the Restated Lease with respect to IWF’s entire leasehold interest under the Lease, and is an “**Institutional Lender**” as defined in Section 12.3.1 of the Restated Lease, and (ii) is entitled to all of the rights and privileges provided to Encumbrance Holders and Institutional Lenders in Article 12 and any other applicable provisions of the Restated Lease, including, without limitation the rights provided in Section 5.8 thereof.

11. Neither Lender nor any Foreclosure Transferee (as defined in the Lease) shall be liable for any obligations of the lessee under the Lease, unless and until Lender or such Foreclosure Transferee acquires the leasehold, whether by Foreclosure Transfer (as defined in the Lease) or otherwise. Lender or such Foreclosure Transferee shall be responsible for the continued performance of said obligations only to the extent and for the applicable time period provided for in the Lease.

12. Lender may contact Don Geisinger (at 310-305-9506) of the Los Angeles County Department of Beaches and Harbors, or a substitute employee of that Department as designated by the Director thereof, at reasonable intervals to inquire about, and receive information regarding the status of the Lease, including, but not limited to, information about the existence of any proposed assignment of the Lease, any proposed additional or further encumbrance of the leasehold estate in the Lease, any proposed amendment to the Lease or the existence of any event involving the distribution of either insurance or condemnation proceeds as provided for in the Lease. The County acknowledges that the Loan Documents, as defined below, require that IWF obtain Lender’s consent before IWF executes any amendment to, or modification of, the Lease. Section 12.5 of the Restated Lease requires that the Lease not be modified, amended, surrendered or terminated (other than in accordance with the provisions of Article 12 of the Restated Lease) without the prior written consent of Lender.

13. The provisions of this Estoppel and Consent shall be binding upon County’s successors and assigns, and may be relied upon, and shall inure to the benefit of Lender and its successors and assigns, and to IWF.

CONSENT

The County hereby consents to the Loan by Lender to IWF and to the Encumbrance of the Leasehold Estate pursuant to the Loan Documents (as defined below), and the execution of those related documents in connection therewith, subject to the following conditions:

1. The documents listed on Exhibit C attached hereto (hereinafter collectively referred to as the “**Loan Documents**”), along with this Estoppel and Consent, are the only documents that IWF and Lender intend to execute, or have executed by the appropriate parties, in connection with the Loan.

2. Any additional loan documents required to be executed by IWF, Lender or any other required parties, as provided by the Loan Documents, or any revisions to the Loan Documents (marked to show how they differ from the Loan Documents), shall be submitted to the County before their execution for review, further comment, if any, and County consent if the County finds such action necessary in view of the changes that have been made to the Loan

Documents. In any such review, the County's consent shall not be unreasonably withheld, conditioned or delayed. County shall notify Lender within ten (10) business days after its receipt of such documents if it has determined that further comment or consent is required in accordance with this Paragraph.

3. Copies of any subsequent documents executed by IWF, Lender or any other party, in connection with the loan evidenced by the Loan Documents, bearing any information relating to a document's recording, shall be delivered to the County at the address set forth in Section 15.10 of the Restated Lease no later than seven (7) days after the effective date thereof, pursuant to Section 12.1.2 of the Restated Lease.

4. Lender acknowledges to the County by execution and return of the enclosed copy of this Estoppel and Consent its agreement to the matters set forth in the Consent portion of the Estoppel and Consent.

5. While the Loan Documents executed by IWF and Lender in connection with the Loan shall be determinative of the rights and obligations between IWF and Lender and any sublessee of IWF under the Lease with respect to the Loan, they do not, and shall not enlarge upon any rights of IWF, Lender or any sublessee, as against the County, under the Lease, except as expressly provided in the Lease and this Estoppel and Consent. In consenting to this Loan the County does not intend to subordinate any of its rights under the Lease to the rights of Lender under the Loan and, to the extent the respective rights are inconsistent, the rights of the County shall prevail, except as expressly provided in this Estoppel and Consent.

6. The Lease alone, and this Estoppel and Consent, shall be determinative of any rights and obligations of the parties, as between the County, IWF and any sublessee under the Lease and as between the County and Lender (except for any written estoppels and consents given by the County to Lender) with respect to the subject matter of the Lease, inclusive of such provisions of the Lease by way of example and not limitation, as the provisions dealing with (i) entitlement to, and distribution of, insurance and condemnation proceeds, (ii) the conduct of IWF under the Lease regarding which an approved encumbrance holder is entitled to notice from the County (except as expressly provided in this Estoppel and Consent), (iii) the boundaries of the Leasehold Estate under the Lease, and (iv) the rights of way reserved by the County within the properties subject to the Leasehold Estate under the Lease.

7. The encumbrance in favor of Lender of the Leasehold Estate created in connection with the Loan and any interest that Lender may acquire in the Leasehold Estate and the buildings, improvements, fixtures, tenements, attachments, appliances, equipment, building systems, machinery, easements, rights-of-way, appurtenances, water, water rights and ditch rights, and all other rights, royalties, profits, rents and collateral relating to the Leasehold Estate under the Loan Documents in connection with the Loan shall automatically cease upon: (i) the expiration of the term of the Lease; or (ii) the early termination of the Lease, provided that County has given: (a) all notices of default and opportunities to cure which are required by the Lease to be provided to IWF and Lender, as an approved Encumbrance Holder (as defined in the Lease), and the default(s) referenced in such notices remain uncured after expiration of any applicable grace or cure periods; and, (b) the right to enter into a new lease as set forth in Section 12.7 of the Restated Lease.

8. Upon full payment and performance by IWF under the Loan, Lender's rights under any assignment of the Leasehold Estate it has obtained in connection with the Loan shall terminate without the necessity of any further action by the County. Lender shall promptly provide the County at the address set forth in Section 15.10 of the Restated Lease with a copy of any release or termination which is utilized to reflect the termination of Lender's interests as acquired in connection with the encumbrances of the Leasehold Estate created in connection with the Loan.

9. The County's consent to any future increase in the principal amount of the Loan (other than advances specifically contemplated to be made by Lender pursuant to the Loan Documents or advances made to protect Lender's interest in the security for the Loan, or the capitalization of accrued interest or late fees or penalties set forth in the Loan Documents), the replacement of the Loan and/or the renewal of the Loan (other than the extensions of the maturity date of the Loan) is required to the extent that such increased, replaced, or renewed Loan is to be secured by the Loan Documents or new security instruments that encumber the Leasehold Estate, provided that County's consent shall not be unreasonably withheld, conditioned, or delayed.

10. The County's consent to any new loan (other than the Loan as described herein) is required to the extent the new loan is to be secured by the Loan Documents or new security instruments that encumber the Leasehold Estate. In the event that a lender (which may be, but need not be Lender) agrees to (a) provide IWF with a loan to repay the Loan, or (b) finance all or part of the purchase of IWF's interest in the Lease (whether such leasehold interest is being sold by IWF or is sold by a Lender or its nominee following a foreclosure under its Encumbrance), and further provided that all necessary approvals and consents to such loan have been obtained (including the approval of County under 12.1.2 of the Restated Lease and the approval of the Lender as required under the Loan Documents), then, if requested by such subsequent lender, the parties hereto agree to cooperate with each other in a commercially reasonable manner to enter into an estoppel and consent with such subsequent lender substantially similar to this Estoppel and Consent, taking into account differences in deal structure or other changed facts or circumstances.

11. Lender shall promptly notify the County if the Loan is transferred to any other party (except for the grant of participation interests that do not change the entity authorized to act on behalf of Lender under the Loan) prior to its full repayment and retirement. The County recognizes that Lender may assign its interest in the Loan and may sell and assign participation interests in and to the Loan, or pledge, hypothecate or encumber all or any portion of the Loan and the County explicitly consents to such actions subject to the terms and conditions of this Estoppel and Consent.

12. The legal description for the Parcel that is set forth in the Lease describes the boundaries of the Leasehold Estate and, with Section 3.9 of the Lease, the easements that have been reserved by the County in the leasehold, and to the extent any such easements have been reserved, the Loan is subject to them.

13. This Estoppel and Consent may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single integrated document.

14. This Estoppel and Consent shall be deemed effective on the date of its recording in the Official Records.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Ground Lease Estoppel Certificate and Consent has been executed and given by County, through its duly authorized representative, as of the date first set forth above.

COUNTY OF LOS ANGELES

By: *Frank Rullberg-Thorne*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: *Rachelle Smithman*
Deputy

AUG 28 2013



APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

By: *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30

MAY 17 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM

MUNGER, TOLLES & OLSON LLP

By: *[Signature]*

UNION BANK, N.A.

By: _____
Matthew Doerr, Vice President

IN WITNESS WHEREOF, this Ground Lease Estoppel Certificate and Consent has been executed and given by County, through its duly authorized representative, as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

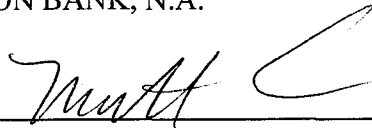
By: _____
Deputy

APPROVED AS TO FORM

MUNGER, TOLLES & OLSON LLP

By: _____

UNION BANK, N.A.

By:  _____
Matthew Doerr, Vice President

Acknowledgment As To Receipt of Estoppel and Agreement as to the Consent:

IWF MDR HOTEL, L.P., a
California limited partnership

Date: August 30, 2013

By: IWF MDR HOTEL, LLC, a
California limited liability company
Its General Partner

By: Invest West Financial, LLC, a
California limited liability company
Its Sole Member

By: 

Name: Matthew D. Margolis

Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

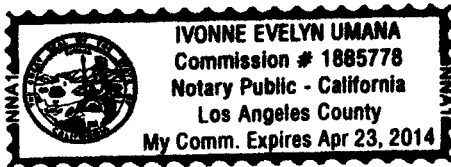
State of California

County of LOS ANGELES

On AUGUST 29, 2013 before me, IVONNE EVELYN UMANA, Notary Public

personally appeared LACHELLE MAUREEN SMITHERMAN

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

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: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

State of California)
County of Orange)

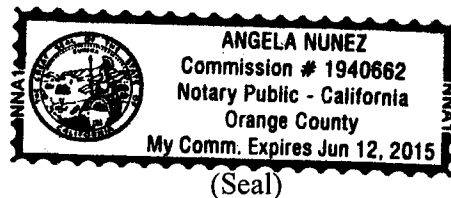
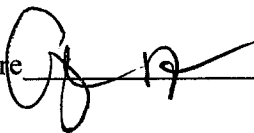
On 8/26/2013, before me, Angela Nunez,
(insert name and title of the officer)

Notary Public, personally appeared MATTHEW A Doerr,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



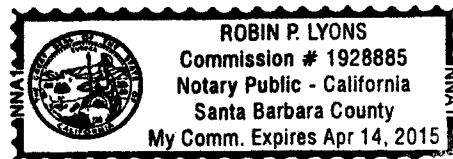
State of California)
County of Santa Barbara)

On August 27, 2013, before me, Robin P. Lyons,
(insert name and title of the officer)

Notary Public, personally appeared Matthew Marguis,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robin P. Lyons

(Seal)

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

DESCRIPTION OF PROPERTY

That certain real property in the City of Marina del Rey, County of Los Angeles, State of California described as follows:

Parcels 718 and 720, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 through 70, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, State of California.

EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the northwesterly corner of said Parcel 718; thence North 60°00'00" East, along the northwesterly line of said Parcel 718, a distance of 578.76 feet to the most northerly corner of said Parcel 718; thence South 54°19'21" West 167.99 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 41.00 feet; thence South 30°00'00" East 34.00 feet; thence North 60°00'00" East 41.00 feet; thence North 30°00'00" West 34.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom that portion within the following described boundaries:

COMMENCING at the most northerly corner of said Parcel 720; thence South 30°00'00" East, along the northeasterly line of said Parcel 720, a distance of 150 feet to the most easterly corner of said Parcel 720; thence South 73°23'09" West 137.91 feet to the TRUE POINT OF BEGINNING; thence South 60°00'00" West 104.00 feet; thence North 30°00'00" West 45.00 feet; thence North 60°00'00" East 104.00 feet; thence South 30°00'00" East 45.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons lying at or below a depth of 500 feet from the surface, but without any right of entry upon the surface or the first 500 feet below the surface, as reserved to the defendants in a Final Order of Condemnation, had in Superior Court Case No. S.M.C. 5262, certified copies of which were recorded on December 5, 1958, in Book D297, page 221, of Official Records, in the office of said Registrar-Recorder/County Clerk, and on August 21, 1959, in Book D580, page 230, of said Official Records.

RESERVING therefrom to the County of Los Angeles easements for sanitary sewer, fire access, harbor utility, and storm drain purposes within those portions thereof designated on said map to be reserved by said county for such purposes.

EXHIBIT B

LIST OF DOCUMENTS COMPRISING THE LEASE

The following documents constitute the Restated Lease:

1. Amended and Restated Lease Agreement dated of even date herewith.

EXHIBIT C

LOAN DOCUMENTS

1. Note Secured by Deed of Trust (Straight Note) in the original principal amount of \$21,507,000.00 dated May 15, 2006.
2. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Short Form) dated May 15, 2006 as modified by that certain Modification of such Deed of Trust dated January 20, 2011, and Second Modification of Deed of Trust dated of even date herewith.
3. Indemnity Agreement dated May 15, 2006.
4. Agreement to Provide Insurance dated May 15, 2006.
5. Compliance Agreement dated May 15, 2006.
6. Financial Information Requirement dated May 15, 2006.
7. Holdback Disbursement Agreement and Amendment dated April 11, 2013.
8. Assignment of Construction Contract dated of even date herewith.
9. Assignment of Plans and Specifications dated of even date herewith.