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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Warren J. Bernstein, Esq.

NCS-718451-02

Space above for Recorder's Use

GROUND LESSOR'S CONSENT, NONDISTURBANCE AND ATTORNMENT, AND
AGREEMENT

This Ground Lessor's Consent, Nondisturbance and Attornment, and Estoppel Agreement (this "*Agreement*") is dated as of August 20, 2015, by and among CITY OF LONG BEACH, a municipal corporation and trust grantee of the State of California of certain tide and submerged lands ("*Lessor*"), CDCF III PACIFIC CATALINA LANDING LONG BEACH, LLC, a Delaware limited liability company ("*Lessee*"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for lenders ("*Beneficiary*"), with reference to the following facts and circumstances:

A. Lessor and Lessee are parties to that certain Lease dated as of June 30, 2000 (the "*Original Lease*") regarding certain real property described on Exhibit A attached hereto (the "*Property*"), originally entered into by and between Lessor and John Hancock Life Insurance Company, a Massachusetts corporation ("*Hancock*"), as modified by that certain Memorandum of Lease Agreement dated April 29, 2002 by and between Lessor and Hancock and recorded on June 25, 2002 in the Official Records of Los Angeles County, California (the "*Official Records*") as Document No. 02 1432897 (the "*Memorandum of Lease*"), that certain letter regarding the Original Lease dated April 29, 2002 from Vincent Coughlin with Lessor to John M. Nagle with Hancock ("*April Clarification Letter*"), that certain letter regarding the Original Lease dated May 23, 2002 from Vincent Coughlin with Lessor to John M. Nagle with Hancock ("*May Clarification Letter*"), and that certain Assignment and Assumption of Lease dated June 25, 2002 by and between Hancock and AC-Catalina Landing LLC, a Delaware limited liability company ("*AC Catalina*") and recorded on June 25, 2002 in the Official Records as Document No 02 1432900 ("*AC Catalina Assignment and Assumption*"), and as assigned to Special Services Asset Management Company, an Illinois corporation ("*Prior Lessee*") by virtue of that certain Trustee's Deed Upon Sale dated January 16, 2015 executed by First American Title Insurance Company and recorded on January 20, 2015 in the Official Records as Document No. 20150062582, and as assigned to Lessee by that certain Assignment and Assumption of Lease and Dredge Agreement dated as of August 20th, 2015 by and between Prior Lessee and Lessee be recorded in the Official Records (the "*Lessee Assignment and Assumption*"). The Original Lease, as modified by the Memorandum of Lease, the April Clarification Letter and the May Clarification Letter, and the AC Catalina Assignment and Assumption and the Lessee Assignment and Assumption, and as it may be further modified from time to time, is referred to herein as the "*Lease*".

B. Pursuant to that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, executed by Lessee, as grantor, for the benefit of Beneficiary, as

beneficiary (as modified, amended and restated from time to time, the "*Deed of Trust*"), to be recorded in the Official Records, Lessee granted a lien to Beneficiary on all of Lessee's right, title and interest in the Property and the Lease (the "*Tenant's Estate*").

C. It is the intent of Lessor and Lessee by way of this Agreement to provide certain rights to Beneficiary (and any successor-in-interest to Beneficiary, whether by designation, assignment, refinancing or otherwise) with respect to the Lease that it might not otherwise have as the holder of an encumbrance on the Property ("*Encumbrance Holder*"). Accordingly, this Agreement shall be interpreted as providing additional protections for the benefit of Beneficiary and its permitted assigns and the other parties hereto.

D. In this Agreement, (i) the term "*Tenant*" shall mean and be deemed to refer to the holder of Tenant's Estate during any time that any obligation of Lessee to Beneficiary which is secured by the Deed of Trust remains unsatisfied, (ii) the term "*Transfer of the Property*" shall mean any transfer of Tenant's interest in the Property, including, but not limited to Tenant's right, title and interest under the Lease, by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Leasehold Mortgage (as hereinafter defined) or by deed or assignment in lieu thereof, and (iii) the term "*Purchaser*," shall mean any transferee, including Leasehold Mortgagee (as hereinafter defined), of the interest of Tenant as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Beneficiary, of such transferee, (iv) the term "*Leasehold Mortgage*" shall mean Beneficiary and any successor-in-interest to Beneficiary, whether by designation, assignment, refinancing or otherwise, and (v) the term "*Leasehold Mortgage*" shall mean, individually and collectively, the Deed of Trust and any corresponding successor thereto.

NOW, THEREFORE, for good and sufficient consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lessor's Consent to Leasehold Mortgage. Lessor hereby consents to the obligations secured by the lien of the Deed of Trust upon Lessee's interest under the Lease. Beneficiary confirms and agrees that the Deed of Trust does not encumber or create a lien on the fee interest of Lessor in the Property or on any interest of Lessor as "Landlord" or "Lessor" under the Lease. Lessor hereby consents to the assignment of the Lessee's leasehold interest under the Lease pursuant to the terms of the Deed of Trust. Lessor acknowledges and agrees that Leasehold Mortgagee shall have the right to sell Lessee's interest under the Lease pursuant to Section 8.2.3 of the Lease. The Lease may be assigned without Lessor's further consent to Beneficiary, or to any other person or entity, pursuant to a foreclosure of, or trustee's sale under the Deed of Trust, or pursuant to an assignment of Lessee's interest in the Lease in lieu of foreclosure and otherwise as provided in the Lease.

2. Request for Notices. Beneficiary shall be deemed to have requested notice under the Lease for all notices that are required to be given under the terms of the Lease. This includes, without limitation, any notice of default, notice to terminate and any other notice under the Lease which is required under the Lease. Lessor and Lessee shall deliver or mail in the United States mail, postage prepaid, to Beneficiary a duplicate and concurrent copy of any such notice. Beneficiary shall not be required to make any further request for notice.

3. Nondisturbance. Lessor agrees that the enforcement of the Deed of Trust shall not terminate the Lease or disturb any Purchaser, including Beneficiary if it should be the Purchaser, in obtaining the right of, and continuing as, lessee (as successor-in-interest to Lessee) in the possession and use of the Property, unless, after such foreclosure, such Purchaser fails to cure any default under the Lease susceptible to cure by such Purchaser. This nondisturbance applies to any option to extend or renew the Lease term which is set forth in the Lease as of the date of this Agreement, or which is later entered into between Lessor and Lessee with the consent of Beneficiary. This nondisturbance shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the lessee under the Lease. Upon completion of any foreclosure or trustee's sale proceedings by Beneficiary under its Deed of Trust (or completion of an assignment of the Lease in lieu of foreclosure), Lessor will recognize Beneficiary, or any other successor thereby to Lessee's interest in the Lease, as the lessee under the terms of the Lease for all purposes thereunder and for the remaining term thereof.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, any Purchaser, including Beneficiary if it should be the Purchaser, shall, and hereby does, attorn to Lessor, as the landlord under the Lease, and Purchaser shall be bound to Lessor under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original lessee under the Lease.

5. Limitation on Beneficiary's Performance; Beneficiary's Rights Prior to Foreclosure. Nothing in this Agreement shall be deemed to be construed to be an agreement by Beneficiary to perform any covenant of Lessee as lessee under the Lease, unless and until Beneficiary becomes a Purchaser and succeeds to the rights and obligations of Lessee under the Lease. Lessor agrees that, if Beneficiary becomes a Purchaser, then, upon subsequent transfer of the Property by Beneficiary to a new owner, Beneficiary shall have no further liability under the Lease after said transfer. Beneficiary may, but shall not be required to, pay any of the rent due under the Lease, procure and maintain any insurance, pay any taxes or other impositions, make any repairs or improvements, make any election (such as an election to extend the term or coverage of the Lease, if that were provided in the Lease), and do any other act required of Lessee by the terms of the Lease in order to cure a default of Lessee, prevent a forfeiture of the Lease, or otherwise protect its interest in the Tenant's Estate. Any such payment or act by Beneficiary shall be as effective hereunder as if done by Lessee, and may be done by Beneficiary without assuming the obligations of Lessee under the Lease and without causing a default under the Lease, and Lessor shall accept such payment or act by or at the instance of Beneficiary as if the same had been made by Lessee. In this regard, Beneficiary, pursuant to the terms of the Deed of Trust and for purposes of protecting its interest in the Tenant's Estate, may seek a court-appointed receiver to enter into possession and control of the Property.

6. Limitations of Beneficiary's Obligations. Beneficiary, if it becomes the Purchaser or if it takes possession under the Deed of Trust, or any other Purchaser, shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior lessees under the Lease, including Lessee (excepting the cure of existing defaults under the Lease to the extent that such Purchaser has knowledge of such defaults); or (b) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Beneficiary.

7. Mortgagee Protection Provisions. Beneficiary shall be deemed to be a third party beneficiary of the Lease with respect to any and all provisions of the Lease, if any, which benefit a lender ("***Mortgagee Protection Provisions***"). This section is intended to supplement and not to limit any Mortgagee Protection Provisions in the Lease. Notwithstanding anything to the contrary in the Lease, Lessor may terminate the Lease because of a default thereunder (where termination is an available remedy under the Lease) only after Lessor, in accordance with the Lease and this Agreement, has delivered or mailed notice of such termination to Beneficiary at the address set forth herein, specifying such default, and Beneficiary shall have the cure rights provided in the Mortgagee Protection Provisions, including, but not limited to Article VIII of the Lease.

8. No Amendments.

(a) So long as the Deed of Trust is in effect, then except with respect to termination of the Lease as a result of a default as permitted herein, the Lease will not be voluntarily canceled, surrendered, terminated, amended, modified or in any manner altered, or any provisions thereof waived or deferred by Lessee, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Lessor and Lessee covenant and agree to cooperate in executing such additional documents as may reasonably be requested by Beneficiary as are reasonably necessary and are for the purpose of implementing the Lease and this Agreement, including, without limitation, the Mortgagee Protection Provisions contained in the Lease or herein and allowing Beneficiary reasonable means to protect or preserve the lien of the Deed of Trust on the occurrence of a default by Lessee hereunder.

9. No Merger. So long as the Deed of Trust is in effect, Tenant's Estate will not merge with Lessor's fee estate in the Property by reason of the fact that (a) Tenant's Estate is acquired by Lessor, or (b) Lessor's fee estate is acquired by Lessee, and no merger shall otherwise operate to defeat any lien held by Beneficiary. While the Deed of Trust is in effect, Lessor shall not transfer its fee interest in the Property unless such transfer is made subject to the Lease and this Agreement.

10. Sublease. Lessor hereby consents to Lessee's grant to Beneficiary of a security interest in the personal property owned by Lessee and located at the Property and a collateral assignment of subleases by Lessee of all or any portion of the Property and the rents, issues and profits therefrom, if any. Lessor agrees that any interest Lessor may have in such personal property or subleases, as the case may be, whether granted pursuant to the Lease or by statute, shall be subordinate to the interest of Beneficiary under the Original Deed of Trust and the New Deed of Trust. For so long as the Lease or any new lease shall be in effect, Lessor shall not disturb the possession, interest or quiet enjoyment of any subtenant.

11. Insurance Proceeds; Condemnation Awards. Notwithstanding anything to the contrary in the Lease, in the event of any damage to or destruction of the Property or any portion thereof or interest therein, upon the request of Beneficiary, the proceeds of Lessee's insurance shall be deposited with Beneficiary and shall be applied in accordance with the applicable provisions of the Deed of Trust and the Loan Documents (as defined in the Deed of Trust). It is understood and acknowledged that the failure to apply the insurance proceeds to repair and reconstruction of the Property shall not limit, restrict or in any way waive Lessee's obligation to repair and reconstruct the Property following an event of

damage and destruction as more specifically provided in the Lease. Lessor acknowledges that Lessee's interest in its portion of any condemnation proceeds to which it is entitled under the Lease shall be applied in accordance with the applicable provisions of the Deed of Trust and the Loan Documents (as defined in the Deed of Trust). Nothing herein shall be construed to effect, in any way, any separate insurance or condemnation proceeds payable to Lessor based upon Lessor's fee interest in the Property, or otherwise separate insurance or condemnation proceeds from those proceeds attributable to Lessee's leasehold estate in the Property and interest in the improvements located thereon.

12. Recourse Against Beneficiary. Lessor's recourse against Beneficiary shall be expressly limited to Beneficiary's interest in the Lease.

13. Authorization. Lessor and Lessee represent that Lessor and Lessee each have the necessary power and authority to execute this Agreement and each have obtained all of the consents or approvals of all parties necessary to effectuate the terms of this Agreement.

14. Termination of Agreement. This Agreement shall terminate when the obligations secured by the Leasehold Mortgage have been paid in full; it being understood and agreed that this Agreement shall survive any transfer or assignment of Tenant's interest in the Lease.

15. Address of Beneficiary.

Bank of America, N.A.
IL4-135-06-30
135 S. LaSalle Street
Chicago, Illinois 60603
Attn: Brad Feine
Senior Vice President
Commercial Real Estate Banking

with a copy to:

Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attn: Warren J. Bernstein, Esq.

16. Integration. This Agreement integrates all of the terms and conditions of the parties' agreement regarding Lessor's consent to the Deed of Trust, attornment, nondisturbance, and the other matters contained herein. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to such attornment, non-disturbance and other matters contained herein (but not, in any case, that certain Consent and Estoppel Certificate made as of August __, 2015 by Lessor to and for the benefit of Prior Lessee, Lessee, Beneficiary and lenders). This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors-in-interest.

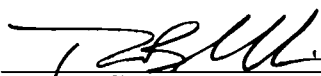
17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

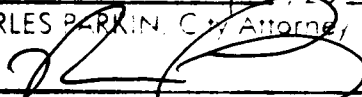

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first set forth above.

LESSOR:

CITY OF LONG BEACH, a
Municipal corporation and trust grantee of the State
of California of certain tide and submerged lands

By:  EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Name: Thomas B. Modica
Title: Assistant City Manager
Assistant City Manager

APPROVED AS TO FORM
8-19-2015

CHARLES PARKIN, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

TENANT:

CDCF III PACIFIC CATALINA LANDING LONG BEACH, LLC,
a Delaware limited liability company

By: _____
Name:
Its:

APPROVED BY LEASEHOLD MORTGAGEE:

BANK OF AMERICA, N.A.,
a national banking association,
as administrative agent for lenders

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On August 20, 2015 before me, Beverly Gail Nieves Notary Public
(insert name and title of the officer)

personally appeared Thomas B. Modica
who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ 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.

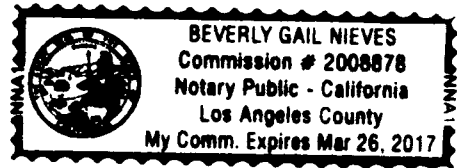
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

BG Nieves

(Seal)



TENANT:

CDCF III PACIFIC CATALINA LANDING LONG BEACH, LLC.
a Delaware limited liability company

By: _____

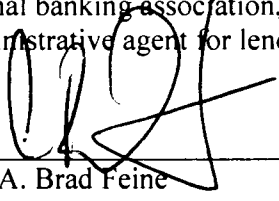
Name: Mark M. Hedstrom

Its: Vice President

A handwritten signature in black ink, appearing to read "Mark M. Hedstrom", is written over a horizontal line. The signature is stylized and cursive.

APPROVED BY LEASEHOLD MORTGAGEE:

BANK OF AMERICA, N.A.,
a national banking association,
as administrative agent for lenders

By: 
Name: A. Brad Feine
Title: Senior Vice President

LEASEHOLD MORTGAGEE ACKNOWLEDGMENT

State of Illinois)

County of Cook)

I, Lisa Colbert, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. Brad Feine, the Senior Vice President of Bank of America, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as Senior Vice President of such national banking association as his/her free and voluntary act, and as the free and voluntary act of such national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of August, 2015.

Lisa Colbert
Notary Public

My commission expires: December 7, 2015

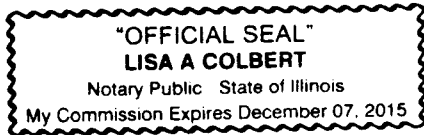


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, AS SHOWN ON CITY ENGINEERS FILE MAP NO. B-1774, SHEETS 1 THROUGH 4, DATED JUNE 9, 1959 ON FILE WITH THE CITY OF LONG BEACH, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF RECORD OF SURVEY FILED IN BOOK 86 PAGES 21 AND 22 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; THENCE NORTH 0 DEGREES 01 MINUTES 08 SECONDS WEST 4.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 68.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 107.50 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS AN ARC LENGTH OF 84.43 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 25 SECONDS EAST 44.67 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 35 SECONDS WEST 64.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 80.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 62.83 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 35 SECONDS WEST 215.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 54.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 578.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 54.98 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 35 SECONDS EAST 202.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 62.83 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 25 SECONDS WEST 79.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 35 SECONDS EAST 184.04 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 745.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 16 MINUTES 28 SECONDS EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 20 MINUTES 21 SECONDS AN ARC LENGTH OF 251.46 FEET; THENCE

SOUTH 12 DEGREES 36 MINUTES 49 SECONDS WEST 83.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST 143.58 FEET, MORE OR LESS, TO A POINT ON THE FACE OF A CONCRETE BULKHEAD, SAID POINT ALSO BEING THE WATER LINE AND BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 690.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 87 DEGREES 31 MINUTES 05 SECONDS EAST; THENCE NORTHERLY AND WESTERLY ALONG SAID CONCRETE BULKHEAD THE FOLLOWING COURSES AND DISTANCES: NORTHERLY ALONG SAID LAST MENTIONED CURVE HAVING A RADIUS OF 690.00 FEET THROUGH A CENTRAL ANGLE OF 2 DEGREES 29 MINUTES 30 SECONDS, AN ARC LENGTH OF 30.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 35 SECONDS WEST 170.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 78.54 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST 482.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 18 MINUTES 55 SECONDS, AN ARC LENGTH OF 36.05 FEET; THENCE LEAVING SAID CONCRETE BULKHEAD LINE, NORTH 51 DEGREES 09 MINUTES 08 SECONDS WEST 60.76 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 08 SECONDS WEST 18.97 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS WEST 19.29 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 08 SECONDS WEST 96.05 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND OR NATURE LYING BELOW THE SURFACE OF SAID AREA, AND EXCEPT THEREFROM ALL RIGHTS TO THE SUBSURFACE OF SAID LAND AND WATER AREA MORE THAN ONE HUNDRED (100) FEET BELOW GROUND LEVEL OR WATER SURFACE LEVEL, OTHER THAN THE RIGHT TO DRIVE PILES TO A DEPTH GREATER THAN ONE HUNDRED (100) FEET, AS RESERVED IN THE LEASE DATED JUNE 30, 2000, EXECUTED BY CITY OF LONG BEACH, AS LESSOR AND JOHN HANCOCK LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, LESSEE, A MEMORANDUM OF SAID LEASE BEING RECORDED ON JUNE 25, 2002 AS INSTRUMENT NO. 02-1432897.

SAID LEASE FURTHER PROVIDES:

LANDLORD SHALL NOT EXERCISE ANY RIGHT OF SURFACE ENTRY ON THE PREMISES NOR ANY RIGHT TO USE THE SUBSURFACES OF THE LAND AND WATER AREAS DESCRIBED WITHIN ONE HUNDRED (100) FEET BELOW GROUND LEVEL OR WATER SURFACE LEVEL OF SAID PREMISES FOR THE PURPOSE OF MINERAL EXPLORATION OR DEVELOPMENT.

PARCEL 2:

A PORTION OF THE ARTIFICIALLY CREATED LAND AND WATER AREA WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG

BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, AS SHOWN ON CITY ENGINEERS FILE MAP NO. B-1774, SHEETS 1 THROUGH 4, DATED JUNE 9, 1959 ON FILE WITH THE CITY OF LONG BEACH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF RECORD OF SURVEY FILED IN BOOK 86 PAGES 21 AND 22 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 0 DEGREES 01 MINUTES 08 SECONDS EAST 96.05 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS EAST 19.29 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 08 SECONDS EAST 18.97 FEET; THENCE SOUTH 51 DEGREES 09 MINUTES 08 SECONDS EAST 60.76 FEET, MORE OR LESS, TO A POINT ON THE FACE OF A CONCRETE BULKHEAD, SAID POINT ALSO BEING THE WATER LINE AND BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 41 DEGREES 19 MINUTES 30 SECONDS EAST, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 18 MINUTES 55 SECONDS, AN ARC LENGTH OF 36.05 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 482.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 78.54 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 35 SECONDS EAST 170.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 690.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 50 MINUTES 41 SECONDS, AN ARC LENGTH OF 323.28 FEET; THENCE NORTH 63 DEGREES 09 MINUTES 54 SECONDS WEST ALONG A RADIAL LINE 75.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 615.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 63 DEGREES 09 MINUTES 54 SECONDS EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 615.00 FEET, THROUGH A CENTRAL ANGLE OF 3 DEGREES 09 MINUTES 19 SECONDS, AN ARC LENGTH OF 33.87 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 915.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 52 SECONDS, AN ARC LENGTH OF 166.58 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 49 DEGREES 34 MINUTES 43 SECONDS WEST; THENCE NORTH 66 DEGREES 00 MINUTES 35 SECONDS WEST 118.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 66 DEGREES 00 MINUTES 35 SECONDS EAST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 123 DEGREES 33 MINUTES 26 SECONDS, AN ARC LENGTH OF 32.35 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 33 DEGREES 33 MINUTES 26 SECONDS, AN ARC

LENGTH OF 8.79 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 45 DEGREES 16 MINUTES 05 SECONDS, AN ARC LENGTH OF 237.02 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 580.10 FEET THROUGH A CENTRAL ANGLE OF 20 DEGREES 43 MINUTES 55 SECONDS, AN ARC LENGTH OF 209.90 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 35 SECONDS WEST, 170.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 41 MINUTES 05 SECONDS, AN ARC LENGTH OF 42.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND OR NATURE LYING BELOW THE SURFACE OF SAID AREA, AND EXCEPT THEREFROM ALL RIGHTS TO THE SUBSURFACE OF SAID LAND AND WATER AREA MORE THAN ONE HUNDRED (100) FEET BELOW GROUND LEVEL OR WATER SURFACE LEVEL, OTHER THAN THE RIGHT TO DRIVE PILES TO A DEPTH GREATER THAN ONE HUNDRED (100) FEET, AS RESERVED IN THE LEASE DATED JUNE 30, 2000, EXECUTED BY CITY OF LONG BEACH, AS LESSOR AND JOHN HANCOCK LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, LESSEE, A MEMORANDUM OF SAID LEASE BEING RECORDED ON JUNE 25, 2002 AS INSTRUMENT NO. 02-1432897.
SAID LEASE FURTHER PROVIDES:

LANDLORD SHALL NOT EXERCISE ANY RIGHT OF SURFACE ENTRY ON THE PREMISES NOR ANY RIGHT TO USE THE SUBSURFACES OF THE LAND AND WATER AREAS DESCRIBED WITHIN ONE HUNDRED (100) FEET BELOW GROUND LEVEL OR WATER SURFACE LEVEL OF SAID PREMISES FOR THE PURPOSE OF MINERAL EXPLORATION OR DEVELOPMENT.

PARCEL 3:

A NONEXCLUSIVE RIGHT OF WAY FOR ACCESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY, AS GRANTED TO JOHN HANCOCK LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, IN THE MEMORANDUM OF LEASE AGREEMENT RECORDED JUNE 25, 2002 AS INSTRUMENT NO. 02-1432897 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLDEN SHORE (FORMERLY GOLDEN AVENUE), 64 FEET IN WIDTH, AND THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BLOCK 5, OCEAN PIER WEST, AS PER MAP RECORDED IN BOOK 5 PAGE 131 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES; THENCE ALONG THE SOUTHERLY PROLONGATION OF SAID CENTERLINE SOUTH 0 DEGREES 00 MINUTES 35 SECONDS EAST 20.84 FEET TO AN ANGLE POINT; THENCE ALONG

THAT LINE HAVING A BEARING OF NORTH 0 DEGREES 01 MINUTES 32 SECONDS WEST AND DESCRIBED AS "TRANSIT LINE PER C.L.B.F.B. C-420 P. 53, 59 & 60" ON RECORD OF SURVEY FILED IN BOOK 86 OF RECORDS OF SURVEYS AT PAGE 21 RECORDS OF LOS ANGELES COUNTY, SOUTH 0 DEGREES 01 MINUTES 32 SECONDS EAST 629.58 FEET TO A POINT PERPENDICULARLY DISTANT 29.00 FEET WESTERLY OF THE NORTHERLY TERMINUS OF A 101.00 FOOT RADIUS CURVE IN THE WESTERLY BOUNDARY OF PARCEL 1 OF THE DEED TO THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES, RECORDED ON JUNE 4, 1973 AS INSTRUMENT NO. 3863, SAID PARCEL BEING ALSO SHOWN ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE AT RIGHT ANGLES NORTH 89 DEGREES 58 MINUTES 28 SECONDS EAST 19.00 FEET TO THE TRUE POINT OF BEGINNING OF THE ACCESS WAY TO BE HEREIN DESCRIBED; THENCE FROM A TANGENT THAT BEARS SOUTH 0 DEGREES 01 MINUTES 32 SECONDS SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 111.00 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 28 SECONDS, AN ARC DISTANCE OF 174.30 FEET TO A TANGENT POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL 1; THENCE ALONG SAID SOUTHERLY LINE OF PARCEL 1 EAST 198.25 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 38.00 FEET; THENCE WEST 55.75 FEET; THENCE SOUTH 10.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF SAID INSTRUMENT NO. 3863, SAID PARCEL ALSO BEING SHOWN ON THE ABOVE DESCRIBED RECORD OF SURVEY; THENCE ALONG SAID NORTHERLY LINE OF PARCEL 2 AND ITS WESTERLY PROLONGATION WEST 291.33 FEET TO A LINE THAT IS PARALLEL WITH AND 19.00 FEET WESTERLY OF THE TRANSIT LINE SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG LAST SAID PARALLEL LINE NORTH 0 DEGREES 01 MINUTES 32 SECONDS WEST TO A LINE THAT IS PARALLEL WITH AND 19.00 FEET WESTERLY OF SAID SOUTHERLY PROLONGATION OF THE CENTERLINE OF GOLDEN SHORE; THENCE ALONG LAST SAID PARALLEL LINE NORTH 0 DEGREES 00 MINUTES 35 SECONDS WEST TO THE GENERAL NORTHERLY LINE OF SEASIDE WAY, 100 FEET WIDE, AS SHOWN ON MAP OF SEASIDE PARK PLAT NO. 3, RECORDED IN BOOK 10 PAGE 27 OF MAPS, RECORDS OF LOS ANGELES COUNTY; THENCE EASTERLY ALONG SAID GENERAL NORTHERLY LINE OF SEASIDE WAY AS SHOWN ON LAST SAID MAP AND SAID MAP OF OCEAN PIER WEST TO A LINE PARALLEL WITH AND 19.00 FEET EASTERLY OF CENTERLINE OF GOLDEN SHORE AND ITS SOUTHERLY PROLONGATION; THENCE ALONG SAID PARALLEL LINE SOUTH 0 DEGREES 00 MINUTES 35 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND 19.00 EASTERLY OF THE ABOVE DESCRIBED TRANSIT LINE; THENCE ALONG LAST SAID PARALLEL LINE SOUTH 0 DEGREES 01 MINUTES 32 SECONDS EAST TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS "PARCEL B" IN THE GRANT DEED RECORDED FEBRUARY 3, 2000 AS INSTRUMENT NO. 00-169134 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

A NONEXCLUSIVE RIGHT OF WAY FOR ACCESS OVER, UPON AND ACROSS THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, AS SHOWN ON CITY ENGINEERS FILED MAP NO. B-1774, SHEETS 1 THROUGH 4, DATED JUNE 9, 1959, ON FILE WITH THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA INCLUDED WITHIN THE ROADWAYS DEPICTED ON EXHIBIT B-2 OF THE SECOND AMENDMENT TO GROUND LEASE, DATED JUNE 29, 1989, AS FILED IN THE CITY CLERKS OFFICE OF THE CITY OF LONG BEACH AS CLERKS DOCUMENT NO. 15366, AND AS SHOWN ON EXHIBIT "B" OF THE MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE RECORDED AUGUST 1, 1989 AS INSTRUMENT NO. 89-1229721, AND AS GRANTED IN THE MEMORANDUM OF LEASE AGREEMENT RECORDED JUNE 25, 2002 AS INSTRUMENT NO. 02-1432897 OF OFFICIAL RECORDS.

APN: 8940-190-055, 8940-194-081 and 7278-001-908