LEASE

29263

This LEASE is made this 30TH day of JUNE, 2000, between the **CITY OF LONG BEACH**, a municipal corporation and trust grantee of the State of California of certain tide and submerged lands within said City ("**Landlord" or "Lessor**") and **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation ("**Tenant" or "Lessee"**).

ARTICLE I

Recitals

1.1 Preliminary Statement: Landlord is the owner of certain tide and submerged lands conveyed to it by the State of California, which lands were granted and are held upon certain trusts and conditions set forth in Chapter 676, Statutes of 1911, Chapter 102, Statutes of 1925, Chapter 158, Statutes of 1935, Chapter 29, Statutes of 1956, First Extraordinary Session, Chapter 1560, Statutes of 1959, and Chapter 138, Statutes of 1964, First Extraordinary Session.

1.2 Definitions: As used in this Lease, the following words and phrases shall have the following meanings:

1.2.1 PREMISES: The real property and improvements thereon and the water area within the boat basin as shown on the attached drawing marked Exhibit "A" and referred to as Parcels 1 and 2 more fully described in Exhibit "A-1" together with the non-exclusive easements described in Exhibit "A-1" as parcels 3 and 4.

1.2.2 CITY MANAGER: The City Manager of the City of Long Beach.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1.2.3 LANDLORD'S ORIGINAL ADDRESS:

c/o City Manager, City Hall - 13th Floor
333 West Ocean Boulevard
Long Beach, California 90802
FAX: (562) 570-6583

1.2.4 TENANT'S ORIGINAL ADDRESS:

300 Golden Shore
Long Beach, CA 90802
FAX: (562) 495-2270

1.3 Exhibits:

Exhibit "A" Drawing of Premises

Exhibit "A-1" Legal Description of Premises and non-exclusive easements.

All of the above-described exhibits are attached to this Lease and incorporated by reference.

ARTICLE II

Premises, Term, Option and Appurtenant Rights and Duties

2.1 Premises: Landlord leases to Tenant and Tenant leases from Landlord effective upon the Commencement Date (as defined in Paragraph 2.2 the Premises and all buildings and improvements made by Landlord located thereon subject to the terms, covenants, and conditions contained in this Lease. There are excepted and reserved from the Premises all minerals and mineral rights of every kind or nature lying below the surfaces of said areas. 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. This Lease shall confer no

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City Attorney of Long Beach
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rights in Tenant or its successors in interest to the subsurfaces of the land and water areas described 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.

Landlord acknowledges that certain floats, docks, and ramps located within Premises are the property of Tenant. Notwithstanding the provisions of Paragraphs 4.3 and 5.12, title to any floats, docks, and ramps owned or purchased by Tenant shall remain vested in Tenant upon and after the termination of this Lease (whether by lapse of time or otherwise). Tenant agrees that Landlord may occasionally use said floats, docks, and ramps with vessels owned or controlled by it, and temporarily moor such vessels there without cost or expense to Landlord provided that such occasional use does not interfere with the use thereof by Tenant or its sublessees, and further provided that Landlord is fully liable in damages to Tenant for any injuries to persons or damage to property caused by such vessels on such occasions.

Tenant shall not use or allow the Premises to be used for the furnishing of wharfage, dock, warehouse, or other terminal facilities to a common carrier by water which is subject to the United States Shipping Act of 1916, as amended.

2.2 Term and Commencement Date: The term shall be for sixty-six (66) years unless sooner terminated. The commencement date ("Commencement Date") shall be the first day upon which an executed copy of this Lease shall be in effect under Paragraph 11.20. Such date will be confirmed in writing by Landlord and Tenant.

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ARTICLE III

Rent

3.1 Lease Year: The words "lease year" as used herein shall mean a calendar year commencing January 1 and ending December 31. Any portion of the term occurring at the beginning or end thereof which is less than a calendar year shall be deemed and called a "partial lease year". The first lease year shall be that calendar year commencing January 1, 2001.

3.2 Rent: For each lease year and partial lease year from and after the Commencement Date, Tenant shall pay to Landlord rent in the amounts set forth in Paragraph 3.2.2 below.

3.2.1 PAYMENT OF RENT: The rent for each lease year and partial lease year during the term shall be payable monthly in advance in equal installments. For a partial lease year, at the end of the term, the rent payable by Tenant shall be an amount equal to 1/365th of the rent for the last lease year multiplied by the number of days of said partial lease year.

3.2.2 RENT AND ADJUSTMENT OF RENT: Annual rent for the partial lease year 2000 shall be a pro rata portion (determined per diem based on the 366-day leap year) of the $972,000 annual rent. For lease years 2001 through and including 2009, annual rent shall be $972,000 per year. For lease years 2010 through and including 2014, annual rent shall be $1,166,400 per year. In the year 2015, the annual rent shall be adjusted to be equal to the greater of: (a) 11% of the average gross annual rents and gross parking revenues for the previous two years or (b) $1,166,400. Once the ground

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City Attorney of Long Beach
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Telephone (562) 570-2200

rents have been adjusted by this formula, the ground rents

real estate taxes in the first year and as adjusted periodically through subtenant leases.

At the inception of a five-year rent adjustment period, Tenant shall continue to pay rent at the old rate until the new rate is determined, subject to retroactive adjustment once the new rent is determined. No interest shall be charged on retroactive adjustment amounts if paid within 14 days after the new rate is determined.

At the ground rent adjustments referred to above, Tenant shall make all documents and data available to Landlord for audit upon which it based or derived the mentioned gross annual rents and gross annual parking revenues.

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ARTICLE IV

The Premises

4.1 Subsurface Conditions: Tenant acknowledges that neither Landlord nor any of Landlord's officers, agents, or employees have made, nor does Landlord make herewith, any representation, warranty, or guaranty, either express or implied, concerning the surface or subsurface soil conditions of the Premises. Tenant shall have the sole responsibility for determining the surface or subsurface conditions of the Premises. Tenant takes said Premises and all improvements thereon "as is" and "with all faults".

4.2 Mechanics Liens: Subject to Tenant's right to contest the same as hereinafter provided, Tenant shall pay as soon as due all mechanics', laborers', materialmans', contractors', subcontractors' or other similar charges or liens on the Premises.

Nothing contained herein shall in any respect make Tenant the agent of Landlord or authorize Tenant to do any act or to make any contract encumbering or in any manner affecting the title or rights of the Landlord in or to the Premises. If any such mechanics' or

rate provided in Paragraph 5.4 from the date of payment shall be deemed additional rent and be paid by Tenant to Landlord on demand.

4.3 Tenant's Property: Any building, structure or other improvement constructed or placed on the Premises by Tenant shall be and remain the property of Tenant during the term. Except as provided in Paragraph 2.1, upon the termination of this Lease, whether by lapse of time or otherwise, all such buildings, structures, and improvements shall be and become the property of Landlord free and clear of all liens, charges or encumbrances of any nature whatsoever.

ARTICLE V

Use of Premises and Tenant's Covenants

5.1 Permitted Uses: Tenant shall not use or allow Premises to be used for any purpose other than the following permitted uses except with the prior written approval of Landlord.

5.1.1 A passenger terminal, offices and related facilities including catering kitchen, fast-food outlet, and retail sales outlet, for the business of providing cruises to and from Catalina Island, cruises within Long Beach and Los Angeles Harbors and San Pedro Bay, and other water-borne transportation of passengers as required by the public and all other uses incidental to such business.

5.1.2 The development and operation of office buildings with parking and other usual tenant services; provided, however, that Tenant shall, on a continual basis during the term or sooner termination of this Lease, use its every commercially reasonable efforts to sublease the office

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space within any such office building to "qualified tenants" who are defined as those persons, firms, entities, governmental agencies engaged in businesses, industries and

parking for the general public, for patrons of the cruise business, and for occupants of the office buildings and their customers and patrons.

5.1.4 A coffee shop for the convenience of cruise patrons and Tenant's sublessees and their customers and patrons.

5.1.5 A restaurant and cocktail lounge.

5.1.6 Berthing and mooring facilities, constructed and operated to a standard at least equal to that of the City of Long Beach Downtown Marina, for use by Tenant's and Tenant's sublessee's or permittee's vessels. Such use shall be limited as set out in Paragraph 2.1.

5.1.7 Tenant may maintain facilities used as a marina for use by Tenant and Tenant's sublessees and/or permittees. Such use shall be limited as set out in Paragraph 2.1.

5.1.8 Such usual and customary office support businesses (e.g. mail services and copy services) as are found in office building complexes of comparable quality in Los Angeles and Orange counties.

5.2 Utilities and Services: Tenant shall be responsible for prompt payment for all utilities and related services furnished to the Premises during the term including, without limitation, water, gas, electricity, telephone service, trash collection, sewer charges, and for all connection charges, Tenant may arrange for its sublessees to pay directly for such services.

5.3 Rent Payments: Tenant covenants to perform promptly all of its obligations under this Lease and to pay when due all

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rent, charges, costs and other sums which by the terms of this Lease are to be paid by Tenant. All such payments to Landlord shall be made at Landlord's original address or at such other place as may be designated in writing by Landlord. Any delinquent payment due Landlord shall bear interest at the rate provided in

THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF L ONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER

within the thirty (30) day period, the proposed alteration shall be deemed approved subject to the provisions of Paragraph 5.7.

Landlord's approval is not required for non-structural subtenant alterations or improvements within a building which do not alter the exterior elevation of the building; provided Tenant must nevertheless comply with all building permit requirements and other laws and regulations applicable thereto.

5.7 Compliance with Laws: Tenant covenants to make all repairs, alterations, additions, or replacements to the Premises and the improvements constructed thereon and all equipment, facilities, signs and fixtures thereon, required by law because of Tenant's use thereof; to keep the Premises and improvements constructed thereon equipped with all safety appliances so required because of such use; to procure or to require its sublessees to procure any licenses and permits required for any such use; to comply with all laws, ordinances, orders and regulations of all governmental authorities having jurisdiction over the Premises and the business activities thereon; and to obtain all permits and consents required by law, order or regulation of all governmental agencies having jurisdiction. Landlord will cooperate with and assist Tenant in obtaining such permits; provided, however, this covenant shall not be deemed or construed as a waiver of any right or obligation of Landlord acting in its governmental capacity.

5.8 Indemnification: Tenant agrees to defend, hold harmless, and indemnify Landlord, the Board of Harbor Commissioners (individually and collectively), and their officers and employees from all injury, loss, claims, causes of action, demands or damages to any person or property while on the Premises or in connection

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City Attorney of Long Beach
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with the operations conducted by Tenant or its servants, agents or employees pursuant to the terms of this lease or loss, injury, damages, claims or causes of action to or of any person or property

to permit reasonable access and egress to and use of marina facilities during all tidal conditions for the purposes contemplated under the Lease. This work is to be done periodically as needed.

11.18 Non-Merger: There shall be no merger of this Lease nor of the leasehold estate created by this Lease, with the fee estate in the Premises or with the interest or estate of any Lender by reason of the fact that this Lease or the leasehold estate created by this Lease or any interest in this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own the Premises, or any interest therein, or shall hold any Leasehold mortgage. No such merger shall occur unless and until all persons at the time holding the estate or interests to be merged shall in a written instrument effecting such merger and shall duly record the same.

11.19 Memorandum of Lease. Landlord and Tenant shall execute and record a Memorandum of Lease in a form reasonably acceptable to Landlord and Tenant and the most senior Lender, if any. All recording costs, documentary transfer taxes, taxes assessed, and fees shall be paid by Tenant.

11.20 Upon the Commencement Date, that certain unrecorded Lease, dated May 6, 1981, between Landlord and Crowley Development Corporation, as amended by a First Amendment to Lease and a Second Amendment to Ground Lease (collectively "Prior Lease") shall terminate without any further action by Landlord or Tenant, but Tenant shall retain ownership, subject to Paragraph 4.3 of this Lease, of the existing buildings, structures, and other improvements located on the Premises. Notwithstanding that this Lease has been signed on behalf of Landlord and Tenant and that a fully signed copy

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fully signed copy has been delivered to Tenant by Landlord, the first day on which this Lease shall be in effect and the Prior Lease terminated shall be the date on which Landlord receives Tenant's written notice accepting Landlord's delivery of this Lease ("Tenant's Notice"). In no event shall this Lease be deemed to be in effect and the Prior Lease terminated unless and until Landlord receives Tenant's Notice.

11.21 Counterparts. This Lease may be executed in several duplicate counterparts, each of which shall be deemed an original of this Lease for all purposes.

11.22 Adult Entertainment. Lessee shall not, whether or not the Premises are zoned for such an activity, allow any "adult entertainment business" to operate on the Premises as such a business is defined by Section 21.15.110 of the Long Beach Municipal Code.

WITNESS the execution hereof under seal the day and year first above written.

CITY OF LONG BEACH, a municipal corporation

By _____
ASSISTANT City Manager

"LANDLORD OR LESSOR"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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Robert E. Shannon
City Attorney of Long Beach
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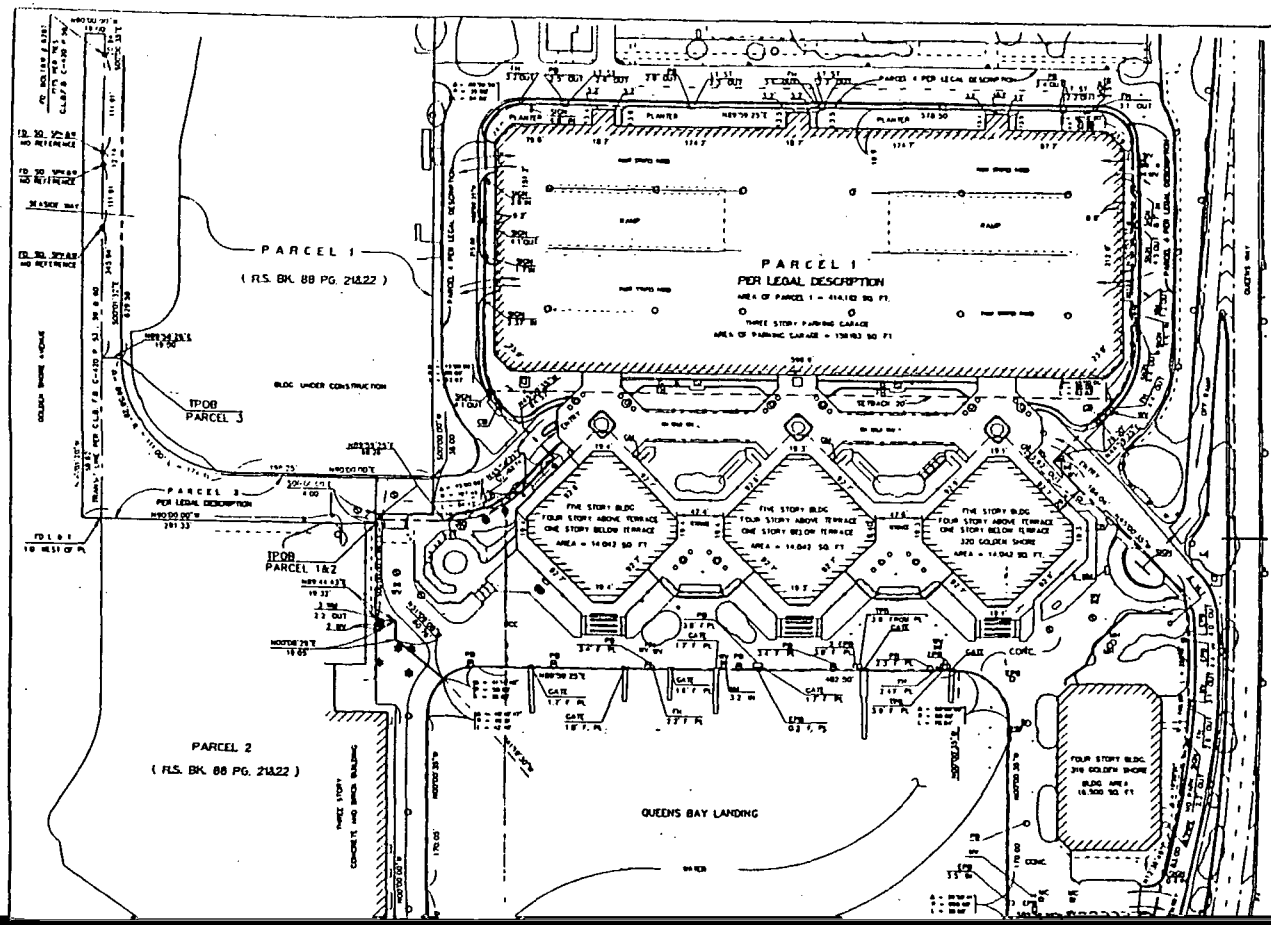
Long Beach, California 90802-4664
Telephone (562) 570-2200

JOHN HANCOCK LIFE INSURANCE COMPANY,
a Massachusetts corporation

By _____
Its JOHN M. NAGLE
Senior Investment Officer



LEGAL DESCRIPTION

TITLE REPORT EXCEPTIONS

SURVEYOR'S CERTIFICATION

DAVID I. ROBELL CALIFORNIA LICENSE NO. 6201 EXP. 9/30/03

EXHIBIT A

Legal Description
310 to 340 GOLDEN SHORE
LONG BEACH, CALIFORNIA

THE REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES 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 SAID 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

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 MAY 6, 1981, EXECUTED BY CITY OF LONG BEACH, AS LESSOR AND CROWLEY DEVELOPMENT CORPORATION, LESSEE, A SHORT FORM OF SAID LEASE BEING RECORDED ON AUGUST 5, 1983 AS INSTRUMENT NO. 83-901168 OFFICIAL RECORDS. 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

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

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 EAST 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 SOUTHEASTERLY 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 THE 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 A GRANT DEED RECORDED FEBRUARY 3, 2000, AS INSTRUMENT NO. 00-016934 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES 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 FILED 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.

JNM:pw
5/1/02
C6\CATALINA.LEGAL