

**FIRST AMENDMENT TO RESTATED AND AMENDED
BENICIA MARINA LEASE AGREEMENT
(PHASE II CONDOMINIUMS PARCEL)**

THIS FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL) ("First Amendment") is entered as of December 12, 1990, by and between the CITY OF BENICIA, a California municipal corporation ("Landlord"), and SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association ("Tenant").

Landlord and Tenant enter this First Amendment on the basis of the following facts, understandings and intentions.

A. Landlord and Tenant have executed that certain Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) ("Phase II Master Lease") as of April 22, 1990. Landlord and Tenant wish to amend the Phase II Master Lease on the terms set forth in this First Amendment. Concurrently with this First Amendment, Landlord and Tenant are also executing amendments to each of the Other Master Leases with the same intent and effect as this First Amendment. This First Amendment and the amendments contemporaneously executed in connection with the Other Master Leases are herein referred to collectively as the "Master Lease Amendments." Capitalized terms used herein and not otherwise defined shall have the meanings specified in the Phase II Master Lease.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and shall be deemed a part of this First Amendment), and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and Tenant hereby amend the Phase II Master Lease as follows:

1. Revisions to Legal Description and Site Map. The legal description and site map at present attached to the Phase II Master Lease and defining and describing the Demised Premises and Premises is hereby deleted in its entirety and superseded and replaced by the legal description and site map attached to this First Amendment as Exhibit A, so that from and after the Effective Date, the Premises demised under the Phase II Master Lease and defined therein as the "Demised Premises" and the "Premises" shall be defined and described as set forth in Exhibit A attached hereto.

2. Amendment to Section 3. Section 3 of the Phase II Master Lease shall be amended to read in its entirety as follows:

"3. Conditions Precedent: Amendment to Cal Boating Agreements; Receipt of Appraisal; Adoption of Development Agreement; Adoption of First Amendments to this Lease and Other Master Leases; Effective Date of this Lease.

Landlord shall use its best efforts to amend (a) its loan and other agreements with Cal Boating affecting the Project Master Area ("Cal Boating Agreements") and (b) the BCDC Permit so that the Cal Boating Agreements and the BCDC Permit will be consistent with the terms of this Lease and the Other Master Leases. Tenant agrees to cooperate in Landlord's efforts to amend the Cal Boating Agreements and the BCDC Permit, as aforesaid. Landlord's receipt on or before the date which is the last day of the month which is eighteen (18) months after the Execution Date ("Conditions Date") of all consents and approvals required of Cal Boating to this Lease and the Other Master Leases, as evidenced in writings satisfactory to Tenant and Landlord, shall be a condition precedent to Tenant's and Landlord's obligations under this Lease and the Other Master Leases. Any consents and approvals required of BCDC to this Lease and the Other Master Leases shall not be a condition precedent to Landlord's and Tenant's obligations under this Lease and the Other Master Leases. In addition, the parties acknowledge their receipt and mutual approval of the letter appraisal described in Section 21 hereof, and the letter appraisal shall no longer be a condition precedent to each party's obligations under this Lease. In addition, effective contemporaneously with this Lease, Landlord and Tenant shall enter a First Amendment to each of this Lease and the Other Master Leases whereby, among other amendments, (i) the legal descriptions of the premises demised under this Lease and the Marina Lease shall be amended to reflect the shift of a portion of property demised to Tenant under this Lease to the property demised under the Marina Lease, (ii) the minimum annual rent payable under this Lease and the Marina Lease shall be adjusted to reflect changes in the square footage of property demised to Tenant under this Lease and the Marina Lease, and (iii) Section 10.e. of the Marina Lease shall be amended to provide that the existing building identified therein shall not be moved or demolished but instead shall be subleased by Tenant to Landlord on the terms and conditions set forth in the Phase II Development Agreement (as defined below). The completion by the Conditions Date of any actions or receipt of any approvals necessary for this Lease, the Other Master Leases and the amendments to each of this Lease and the Marina Lease described herein to comply with the California Subdivision Map Act and the Benicia subdivision ordinance shall be conditions precedent to each party's obligations under this Lease. In addition, the parties' execution on or before the Conditions Date of

a development agreement ("Phase II Development Agreement") pertaining to the development of the Phase II Condominium Project, adopted in compliance with the City of Benicia Development Agreement ordinance shall be a condition precedent to Tenant's and Landlord's obligations under this Lease. In addition, the parties' execution by the Conditions Date of each of the amendments above-described to this Lease and the Other Master Leases, and the effectiveness of each of said amendments shall be conditions concurrent to Tenant's and Landlord's obligations under this Lease. As, if and when the same have timely occurred, Landlord and Tenant shall evidence their agreement that the foregoing conditions have been satisfied by each delivering to the other a certificate to that effect. Notwithstanding anything to the contrary contained elsewhere in this Lease, the effective date of this Lease (and the effective date of the amendments hereto described herein) ("Effective Date") shall occur only when the foregoing conditions shall be timely satisfied as evidenced by the delivery of the certificates provided herein. Unless and until all of such conditions shall be timely satisfied, the Original Master Lease and Original Master Sublease shall remain in full force and effect."

3. Adjustments to Minimum Annual Rent. Landlord and Tenant acknowledge and understand that the revisions to the legal description and site map accomplished by Section 1 of this First Amendment have the effect of reducing the number of square feet in the Demised Premises from 333,502 square feet to 324,062 square feet. Since the minimum annual rent set forth in Section 8.a. of the Phase II Lease is based on the number of square feet in the Demised Premises, the parties wish to, and hereby do, amend said Section 8.a. to reflect such adjustment, so that said Section 8.a. shall henceforward read in its entirety as follows:

"a. Minimum Annual Rent. Tenant shall pay to Landlord a minimum annual rental in twelve (12) equal monthly installments. Installments shall be payable in advance on the first day of each month. If any installment is not paid within fifteen (15) days after it is due, Tenant shall pay to Landlord a late fee in an amount equal to one percent (1%) of the amount not timely paid for each month or portion thereof that such amount remains unpaid. From and after the Effective Date, and continuing through June 30, 1992, the minimum annual rental shall be \$87,173.00. For the period from July 1, 1992 through June 30, 2002, the minimum annual

rental shall be \$106,856.00. From July 1, 2002 until the term hereof expires or this Lease is earlier terminated, the minimum annual rental shall be \$87,173.00."

Except as amended by this First Amendment, the Phase II Master Lease shall remain in full force and effect in accordance with its express written terms.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers, representatives or agents, thereunto duly authorized, as of the date first above written.

CITY OF BENICIA, a California municipal corporation

By: Michael J. Donohue
Mayor

By: Frances D. Greco
City Clerk

APPROVED AS TO FORM:

Jeffrey Walte
City Attorney

SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association

By: [Signature]
Its: [Signature]

By: [Signature]
Its: Vice President

APPROVED AS TO FORM:

Lane Powell Spears Lubersky
Counsel to Tenant

By: Robert A. Crooks
Robert A. Crooks

Exhibit A

Revised Legal Description and Site Map

PARCEL R2

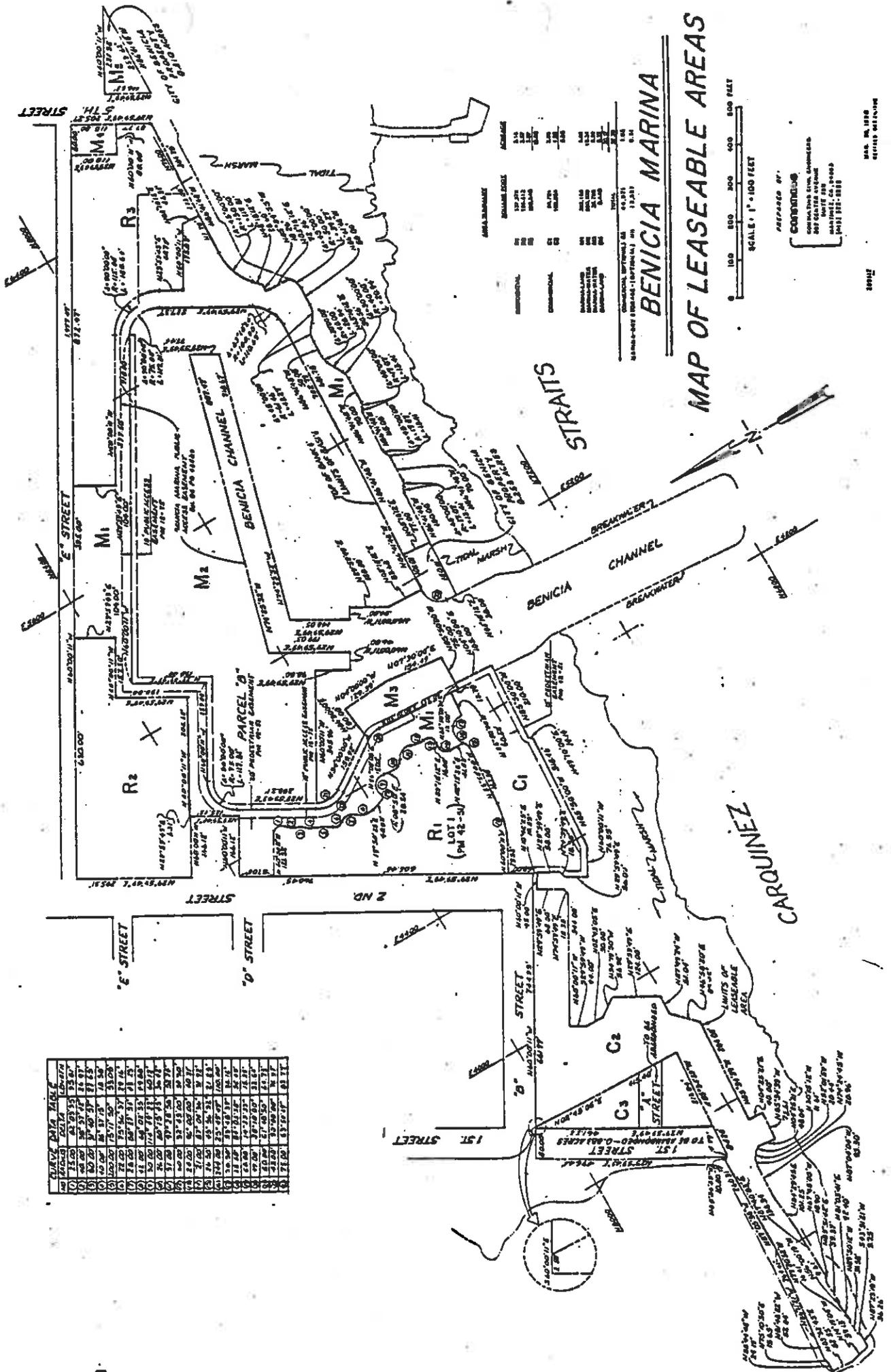
BEING ALL OF LOTS 6, 7, 9 AS SHOWN ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE MOST NORTHWESTERLY CORNER OF LOT 7 ON MAP DESIGNATED AS "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), ALSO THE MOST NORTHERLY CORNER OF THE BENICIA YACHT CLUB; THENCE NORTH 29°59'49" EAST, 295.31 FEET; THENCE SOUTH 60°00'11" EAST, 630.00 FEET; THENCE SOUTH 29°59'49" WEST, 104.00 FEET; THENCE NORTH 60°00'11" WEST, 157.50 FEET; THENCE SOUTH 29°59'49" WEST, 190.00 FEET; THENCE NORTH 60°00'11" WEST, 306.38 FEET; THENCE SOUTH 29°59'49" WEST, 1.31 FEET; THENCE NORTH 60°00'11" WEST, 116.21 FEET TO THE POINT OF BEGINNING.

PARCEL R3

BEING A PORTION OF LOTS 10, 11, 12, 13, 14 AS SHOWN ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE MOST WESTERLY CORNER OF LOT 7 ON MAP DESIGNATED AS "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), ALSO THE MOST NORTHERLY CORNER OF THE BENICIA YACHT CLUB; THENCE NORTH 29°59'49" EAST, 295.31 FEET; THENCE SOUTH 60°00'11" EAST, 1025.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°00'11" EAST, 872.47 FEET; THENCE SOUTH 29°59'49" WEST, 118.00 FEET; THENCE SOUTH 60°00'11" EAST, 80.00'; THENCE SOUTH 29°59'49" WEST, 87.27 FEET; THENCE NORTH 86°41'48" WEST, 273.00 FEET; THENCE NORTH 03°18'12" EAST, 44.91 FEET; THENCE NORTH 60°00'11" WEST, 175.89 FEET; THENCE NORTH 29°59'49" EAST, 68.79 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 115.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 180.64 FEET; THENCE NORTH 60°00'11" WEST, 397.50 FEET; THENCE NORTH 29°59'49" EAST, 104.00 FEET; TO THE TRUE POINT OF BEGINNING.



STATION	CHORD	BEARING	AREA	PERCENT
1	10.00	00° 00' 00"	0.00	0.00
2	10.00	90° 00' 00"	10.00	10.00
3	10.00	180° 00' 00"	10.00	10.00
4	10.00	270° 00' 00"	10.00	10.00
5	10.00	00° 00' 00"	10.00	10.00
6	10.00	90° 00' 00"	10.00	10.00
7	10.00	180° 00' 00"	10.00	10.00
8	10.00	270° 00' 00"	10.00	10.00
9	10.00	00° 00' 00"	10.00	10.00
10	10.00	90° 00' 00"	10.00	10.00
11	10.00	180° 00' 00"	10.00	10.00
12	10.00	270° 00' 00"	10.00	10.00
13	10.00	00° 00' 00"	10.00	10.00
14	10.00	90° 00' 00"	10.00	10.00
15	10.00	180° 00' 00"	10.00	10.00
16	10.00	270° 00' 00"	10.00	10.00
17	10.00	00° 00' 00"	10.00	10.00
18	10.00	90° 00' 00"	10.00	10.00
19	10.00	180° 00' 00"	10.00	10.00
20	10.00	270° 00' 00"	10.00	10.00
21	10.00	00° 00' 00"	10.00	10.00
22	10.00	90° 00' 00"	10.00	10.00
23	10.00	180° 00' 00"	10.00	10.00
24	10.00	270° 00' 00"	10.00	10.00
25	10.00	00° 00' 00"	10.00	10.00
26	10.00	90° 00' 00"	10.00	10.00
27	10.00	180° 00' 00"	10.00	10.00
28	10.00	270° 00' 00"	10.00	10.00
29	10.00	00° 00' 00"	10.00	10.00
30	10.00	90° 00' 00"	10.00	10.00
31	10.00	180° 00' 00"	10.00	10.00
32	10.00	270° 00' 00"	10.00	10.00
33	10.00	00° 00' 00"	10.00	10.00
34	10.00	90° 00' 00"	10.00	10.00
35	10.00	180° 00' 00"	10.00	10.00
36	10.00	270° 00' 00"	10.00	10.00
37	10.00	00° 00' 00"	10.00	10.00
38	10.00	90° 00' 00"	10.00	10.00
39	10.00	180° 00' 00"	10.00	10.00
40	10.00	270° 00' 00"	10.00	10.00
41	10.00	00° 00' 00"	10.00	10.00
42	10.00	90° 00' 00"	10.00	10.00
43	10.00	180° 00' 00"	10.00	10.00
44	10.00	270° 00' 00"	10.00	10.00
45	10.00	00° 00' 00"	10.00	10.00
46	10.00	90° 00' 00"	10.00	10.00
47	10.00	180° 00' 00"	10.00	10.00
48	10.00	270° 00' 00"	10.00	10.00
49	10.00	00° 00' 00"	10.00	10.00
50	10.00	90° 00' 00"	10.00	10.00
51	10.00	180° 00' 00"	10.00	10.00
52	10.00	270° 00' 00"	10.00	10.00
53	10.00	00° 00' 00"	10.00	10.00
54	10.00	90° 00' 00"	10.00	10.00
55	10.00	180° 00' 00"	10.00	10.00
56	10.00	270° 00' 00"	10.00	10.00
57	10.00	00° 00' 00"	10.00	10.00
58	10.00	90° 00' 00"	10.00	10.00
59	10.00	180° 00' 00"	10.00	10.00
60	10.00	270° 00' 00"	10.00	10.00
61	10.00	00° 00' 00"	10.00	10.00
62	10.00	90° 00' 00"	10.00	10.00
63	10.00	180° 00' 00"	10.00	10.00
64	10.00	270° 00' 00"	10.00	10.00
65	10.00	00° 00' 00"	10.00	10.00
66	10.00	90° 00' 00"	10.00	10.00
67	10.00	180° 00' 00"	10.00	10.00
68	10.00	270° 00' 00"	10.00	10.00
69	10.00	00° 00' 00"	10.00	10.00
70	10.00	90° 00' 00"	10.00	10.00
71	10.00	180° 00' 00"	10.00	10.00
72	10.00	270° 00' 00"	10.00	10.00
73	10.00	00° 00' 00"	10.00	10.00
74	10.00	90° 00' 00"	10.00	10.00
75	10.00	180° 00' 00"	10.00	10.00
76	10.00	270° 00' 00"	10.00	10.00
77	10.00	00° 00' 00"	10.00	10.00
78	10.00	90° 00' 00"	10.00	10.00
79	10.00	180° 00' 00"	10.00	10.00
80	10.00	270° 00' 00"	10.00	10.00
81	10.00	00° 00' 00"	10.00	10.00
82	10.00	90° 00' 00"	10.00	10.00
83	10.00	180° 00' 00"	10.00	10.00
84	10.00	270° 00' 00"	10.00	10.00
85	10.00	00° 00' 00"	10.00	10.00
86	10.00	90° 00' 00"	10.00	10.00
87	10.00	180° 00' 00"	10.00	10.00
88	10.00	270° 00' 00"	10.00	10.00
89	10.00	00° 00' 00"	10.00	10.00
90	10.00	90° 00' 00"	10.00	10.00
91	10.00	180° 00' 00"	10.00	10.00
92	10.00	270° 00' 00"	10.00	10.00
93	10.00	00° 00' 00"	10.00	10.00
94	10.00	90° 00' 00"	10.00	10.00
95	10.00	180° 00' 00"	10.00	10.00
96	10.00	270° 00' 00"	10.00	10.00
97	10.00	00° 00' 00"	10.00	10.00
98	10.00	90° 00' 00"	10.00	10.00
99	10.00	180° 00' 00"	10.00	10.00
100	10.00	270° 00' 00"	10.00	10.00

BENICIA MARINA
MAP OF LEASEABLE AREAS

SCALE 1" = 100 FEET

PREPARED BY:
CONTRONIC
 1000 MARSH STREET, SUITE 200
 BENICIA, CALIFORNIA 94510
 (415) 741-1111

DATE: 10/18/88
 SHEET: 1 OF 1