

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

Rebekah Brown  
Harbour Vista, LLC  
P.O. Box 2309  
Del Mar, California 92014-1609

**FIRST AMENDMENT TO MEMORANDUM OF SUBLEASE**

This FIRST AMENDMENT TO MEMORANDUM OF SUBLEASE is made as of \_\_\_\_\_, \_\_\_\_\_ by and between HARBOUR VISTA, LLC, a California limited liability company ("Sublessor") as Sublessor and Grantor, and \_\_\_\_\_ ("Sublessee") as Sublessee and Grantee, and relating to premises at \_\_\_\_\_, Huntington Beach, California 92649, APN \_\_\_\_\_, with reference to the following facts:

1. Sublessee is the Sublessee and Grantee under a Sublease (the "Sublease") dated as of December 1, 1980, a memorandum of which was recorded \_\_\_\_\_, page 1294 et seq., in the Official Records of the County of Orange, State of California.
2. Sublessor and Sublessee have agreed to amend the Sublease in its entirety and to replace rent escalation provisions with a rent schedule for the remainder of the term.

NOW HEREFOR, the parties confirm that the rent payable under the Sublease is in accordance with a rent schedule contained in an Amendment To Sublease executed by Sublessor and Sublessee as of \_\_\_\_\_.

("Sublessor")  
HARBOUR VISTA, LLC,  
a California limited liability company

("Sublessee")  
\_\_\_\_\_

By: DERMOT REALTY MANAGEMENT CO., INC.  
a California corporation

Its: Manager

By: Barry P. Wick  
Barry P. Wick

Its: Assistant Vice President

BUYER'S COPY

State of California )ss  
County of San Diego )ss

On September 15, 2008 before me, Mary A. Lockyer, Notary Public, personally appeared Barry P. Wick, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the persons, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Mary A. Lockyer  
Signature of Notary

(Seal)



## AMENDMENT TO SUBLEASE

This AMENDMENT TO SUBLEASE, which shall be referred to as this "Amendment", amends in its entirety that certain Sublease of Condominium And Grant Deed Of Improvements (the "Sublease") described below and is made as of November 1, 2000 by and between HARBOUR VISTA, LLC, a California limited liability company ("Sublessor") as Sublessor and Grantor, and \_\_\_\_\_ ("Sublessee") as Sublessee and Grantee, and relating to premises at \_\_\_\_\_ Circle, Unit ---, Huntington Beach, California 92649, APN 937-71-109 (the "Premises").

All capitalized terms used in this Amendment shall have the same meaning as in the Sublease.

### RECITALS

1. Sublessee and others (collectively the "Harbour Vista Homeowners") sublease the land and own the improvements in Harbour Vista, and have been paying Basic Rental thereon. Harbour Vista is a condominium project consisting of 180 condominium units, established in 1981. Harbour Vista is governed by the Harbour Vista Homeowners' Association, Inc. (the "Association").

2. The Sublease under which **Sublessee** is a Sublessee by assignment was made as of December 1, 1980, and a memorandum thereof was recorded April 14, 1981 in Book 14018, Page 1294 et seq. in the Official Records of the County of Orange, State of California. A copy of a blank form of the Sublease (except for the exhibits attached thereto) containing its terms, is attached hereto, marked Exhibit A, and by this reference made a part hereof.

3. The Sublease was made pursuant to a ground lease, dated August 1, 1979, and made by and between Jessie M. Duc, Eugene Duc and Charlotte Kirchen as lessor and Sublessor's predecessor in interest as lessee (the "Ground Lease"). A memorandum of the Ground Lease was recorded August 8, 1979, in Book 13261, Pages 1473 et seq. in the Official Records of the County of Orange, State of California.

4. Under the terms of the Sublease and other subleases, the Basic Rent as defined therein, increases in the 15th year of the Sublease and every five years thereafter.

5. Sublessor and Sublessee now wish to have rent increases made in fixed increments.

## AGREEMENT

NOW, THEREFORE, in recognition of the facts recited above, and for other valuable consideration, Sublessor and Sublessee agree that the Sublease is amended as follows:

- A. Section 4, "Rental", is deleted.
- B. Section 22, "Rental Adjustment", is deleted.
- C. A new Section 4, "Monthly Rent" is added as follows:

### 4. MONTHLY RENT.

4.1 Sublessee agrees to pay rent ("Monthly Rent") to Sublessor each month, in advance, on the date of execution of this Sublease, and after the effective date of this Sublease, on the first day of each calendar month, without deduction and without notice or demand, net over and above any and all taxes, assessments and other charges payable by Sublessee under this Sublease. Monthly Rent is payable for the use and occupancy of the Subleased Property, during the entire term of this Sublease. Monthly Rent shall be payable in the amount of \$50.00 per month for the period from the effective date of this Sublease to December 31, 1995. During the following calendar years Monthly Rent shall be in the following amounts, payable beginning on January 1 of each year and the first of each month thereafter:

1996	\$125.00	2019	\$220.00
1997	\$133.00	2020	\$220.00
1998	\$136.00	2021	\$230.00
1999	\$140.00	2022	\$230.00
2000	\$145.00	2023	\$230.00
2001	\$150.00	2024	\$230.00
2002	\$156.00	2025	\$230.00
2003	\$164.00	2026	\$240.00
2004	\$170.00	2027	\$240.00
2005	\$176.00	2028	\$240.00
2006	\$183.00	2029	\$240.00
2007	\$191.00	2030	\$240.00
2008	\$198.00	2031	\$250.00
2009	\$210.00	2032	\$250.00
2010	\$210.00	2033	\$250.00
2011	\$210.00	2034	\$250.00
2012	\$210.00	2035	\$250.00
2013	\$210.00	2036	\$260.00
2014	\$220.00	2037	\$260.00
2015	\$220.00	2038	\$260.00
2016	\$220.00	2039	\$260.00
2017	\$220.00	2040	\$260.00
2018	\$220.00	2041	\$260.00

4.2 Monthly Rent for any partial calendar month shall be prorated. The payment paid on execution of this Sublease shall be for the period from the effective date of this Sublease to the end of the calendar month in which the effective date occurs.

4.3 Sublessee acknowledges that late payments will cause Sublessor to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Accordingly, any installment of Monthly Rent which is not paid by the fifteenth day of the month in which it is due shall be subject to a late charge of \$25.00. Any installment of Monthly Rent which has not been paid by the last day of the month in which it is due shall thereafter bear interest at the rate of one percent (1%) per month until paid.

4.4 Sublessor hereby appoints the Association to be its agent for the collection of Monthly Rent (and for no other purpose). Sublessee agrees that, upon notice from Sublessor and hereafter until Sublessor gives Sublessee notice to the contrary, Sublessee will pay the Monthly Rental payable under this Sublease to the Association concurrently with Sublessee's payment of any other sums payable monthly to the Association.

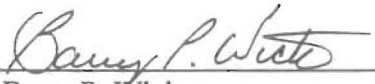
- D. The terms of this Sublease, other than set forth above, are contained in Exhibit A.
- E. Sublessor represents, warrants and certifies (a) the Ground Lease is in full force and effect in accordance with its terms and; (b) Sublessor is not in default under the Ground Lease; and (c) to the best of knowledge of Sublessor, the lessor under the Ground Lease is not in default, nor is there any event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default.
- F. This Amendment, together with Exhibit A, hereafter constitutes the original and entire Sublease, and constitutes the entire understanding between the parties as to rent and other provisions, and all previous conversations and writings pertaining to the terms of the Sublease or the contentions and claims set forth in the Recitals are superseded. Any modification to this Amendment must be made by a separate written instrument.
- G. Sublessor and Sublessee each acknowledges and agrees that nothing contained in this Amendment shall release or discharge that party from the rights, duties and obligations under the Sublease, and that all provisions of the Sublease as amended by this Amendment are and remain in full force and effect.
- H. Sublessor and Sublessee agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Amendment including, if Sublessor elects, a re-execution of the Sublease, and the execution and acknowledgement of a memorandum of this Amendment for recordation.

- I. The undersigned are all the persons holding any interest as Sublessee under the Sublease and have the full right and authority, subject to no interest of, or agreement with, any other party, to execute this Amendment.

("Sublessor")

HARBOUR VISTA, LLC,  
a California limited liability  
company

By: DERMOT REALTY MANAGEMENT CO., INC.,  
a California corporation  
Its: Manager

By:   
Barry P. Wick  
Its: Assistant Vice President

("Sublessee")

\_\_\_\_\_

\_\_\_\_\_  
Date