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Elkins Kalt Weintraub Reuben Gartside LLP
1800 Century Park East, 7th Floor
Los Angeles, California 90067
Attn: Scott M. Kalt, Esq.

**ASSIGNMENT OF GROUND LEASE, ACCEPTANCE OF ASSIGNMENT
AND ASSUMPTION OF GROUND LEASE AND CONSENT TO
ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT OF GROUND LEASE, ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("**Assignment**") is made as of January 1, 2011, by and among QW LAND HOLDING COMPANY, LLC, a California limited liability company ("**Assignor**"), QUEENSBAY HOTEL, LLC, a Delaware limited liability company ("**Assignee**") and CITY OF LONG BEACH, a municipal corporation and trust grantee of the State of California of certain tide and submerged land within said City ("**Ground Lessor**").

RECITALS

WHEREAS, Assignor is the lessee (directly and/or mesne assignments) under the ground lease with Ground Lessor (the "**Ground Lease**"), as more particularly described on Exhibit "A" attached hereto, pursuant to which Assignor leased certain real property from Ground Lessor more particularly described in Exhibit "B" attached hereto (the "**Property**").

WHEREAS, Assignor has agreed to convey to Assignee, among other things, all of its right, title and interest in and to the Ground Lease and the improvements located on the Property.

WHEREAS, Assignor desires to assign, transfer, sell, convey, grant and deliver all of its right, title and interest as lessee in and to the Ground Lease to Assignee, and Ground Lessor has agreed to consent to such assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and upon the conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Ground Lessor hereby agree as follows:

1. Effective Date. The "**Effective Date**" is defined to be the date of recordation of this Assignment from Assignor to Assignee in the Office of the County Recorder of Los Angeles County, California.

2. Assignment. Effective on the Effective Date, Assignor hereby assigns, sells, transfers, grants, delivers and conveys to Assignee all of Assignor's right, title and interest as tenant in, to and under the Ground Lease.

3. Acceptance. Upon the Effective Date, Assignee hereby accepts said assignment, sale, transfer and conveyance and accepts and acknowledges its primary responsibility to Ground Lessor to keep, perform and be bound by all of the terms, covenants, conditions and obligations which are required to be performed by the Assignor under the Ground Lease from and after the Effective Date. Assignee understands and agrees that this liability with respect to the Ground Lease will continue unless and until the Ground Lease is terminated, or Assignee is specifically released from further liability under the Ground Lease by Ground Lessor pursuant to the specific terms of a written release from liability signed by the Ground Lessor and Assignee.

4. Assumption. Upon the Effective Date, Assignee accepts the assignment, sale, transfer, grant, delivery and conveyance of the Ground Lease and assumes and agrees to keep, perform and be bound by all of the terms, covenants, conditions and obligations that are required to be performed by Assignor under the Ground Lease from and after the Effective Date.

5. Release. Ground Lessor hereby fully and completely releases and discharges Assignor from any obligations under the Ground Lease arising from and after (but not prior to) the date of this Assignment.

6. Modification. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.

8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

9. Attorney's Fees. Should any dispute occur between or among Assignor, Assignee and/or Ground Lessor, with respect to this Assignment or any document executed in connection herewith, which results in litigation, the losing party or parties shall pay the prevailing party or parties their respective reasonable attorney's fees and costs at trial and upon any appeal.

10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Assignment.

11. Consent. Ground Lessor hereby consents to this Assignment and each of the terms and conditions hereof. Nothing contained in this instrument shall be deemed or construed to be a waiver or an amendment of any term, covenant, condition or provision contained in the

Ground Lease (including without limitation the description of the leased premises attached to the Ground Lease) nor to authorize any other or further assignment or sublease, and except as specifically provided hereinabove, all rights of the Ground Lessor against each and every holder of the Ground Lease, past, present and future are hereby reserved.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:


QW LAND HOLDING COMPANY, LLC,
a California limited liability company

By: 
Name: Kambiz Babaoft
Title: Managing Director

ASSIGNEE:

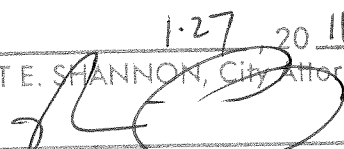
QUEENSBAY HOTEL, LLC,
a Delaware limited liability company

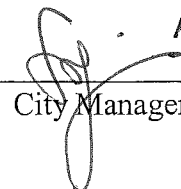
By: Ensemble Hotel Partners, LLC,
a California limited liability company,
its manager

By: 
Name: Kambiz Babaoft
Title: Managing Director

GROUND LESSOR:

CITY OF LONG BEACH,
a municipal corporation and trust grantee of the State of
California of certain tide and submerged land within
said City

APPROVED AS TO FORM
1-27-2011
ROBERT E. SHANNON, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

By: 
Assistant City Manager
City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Execution Page

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On this 0th day of February, 2011, before me, Sharon K. Foster, a Notary Public in and for said State, personally appeared Kambiz Babaoft 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.



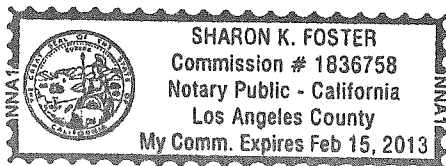
Sharon K. Foster

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On this 0th day of February, 2011, before me, Sharon K. Foster, a Notary Public in and for said State, personally appeared Kambiz Babaoft 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.



Sharon K. Foster

ACKNOWLEDGMENT

STATE OF California)
)
COUNTY OF Los Angeles)

On 1/28, 2011, before me, Beverly Gail Nieves,
(here insert name and title of the officer)

a Notary Public, personally appeared Suzanne Frick,

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 Beverly Gail Nieves



EXHIBIT A

Description of Ground Lease

Amended and Restated Hotel Lease between City of Long Beach and QW Land Holding Company, LLC dated November 17, 2006.

EXHIBIT B

Legal Description of Property

PARCEL A:

PARCEL I:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE HARBOR DISTRICT OF THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT L.B.H.D. "A-11 AUX." AS RECORDED IN BOOK 81, PAGE 50, RECORD OF SURVEYS OF SAID COUNTY; THENCE NORTH 923.69 FEET; THENCE EAST 1,300.31 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING COORDINATES NORTH 4,024,511.04; EAST 4,227,521.00 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM; THENCE SOUTH 24° 28' 38" WEST 64.11 FEET; THENCE SOUTH 67° 39' 40" EAST 26.83 FEET TO THE BEGINNING TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET; THENCE EASTERLY ALONG SAID CURVE 49.59 FEET TO A TANGENT LINE; THENCE SOUTH 5° 53' 30" EAST 26.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 129.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE 77.44 FEET TO A TANGENT LINE; THENCE SOUTH 28° 24' 50" WEST 65.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 150.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE 126.53 FEET TO A TANGENT LINE; THENCE SOUTH 19° 42' 07" EAST 444.54 FEET; THENCE SOUTH 63° 13' 04" EAST 486.41 FEET; THENCE SOUTH 65° 17' 23" EAST 258.54 FEET; THENCE NORTH 24° 42' 37" EAST 41.13 FEET; THENCE NORTH 52° 38' 26" WEST 74.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 367.50 FEET TO A TANGENT LINE; THENCE NORTH 279.08 FEET; THENCE NORTH 52° 38' 26" WEST 746.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL STRUCTURES AND IMPROVEMENTS APPURTENANT AND ATTACHED TO THE SAID LAND, AS CONVEYED IN A DEED RECORDED ON JANUARY 9, 1987 AS INSTRUMENT NO. 87-35761, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER IN, UNDER OR THAT MAY BE PRODUCED AND SEVERED THEREFROM TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID PREMISES WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

PARCEL II:

THAT CERTAIN PARCEL SITUATED IN THE HARBOR DISTRICT OF THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT L.B.H.D. "A-11 AUX.", AS RECORDED IN BOOK 81, PAGE 50, RECORD OF SURVEYS OF SAID COUNTY; THENCE SOUTH 132.70 FEET; THENCE EAST 2,128.52 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING COORDINATES NORTH 4,023,454.65; EAST 4,228,348.21 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM; THENCE NORTH 30° 45' 52" EAST 374.77 FEET; THENCE NORTH 52° 38' 26" WEST 483.77 FEET; THENCE SOUTH 291.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 358.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 328.91 FEET TO THE BEGINNING OF A TANGENT LINE; THENCE SOUTH 52° 38' 26" EAST 65.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL STRUCTURES AND IMPROVEMENTS APPURTENANT AND ATTACHED TO SAID LAND, AS CONVEYED IN A DEED RECORDED JANUARY 9, 1987 AS INSTRUMENT NO. 87-35761, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER IN, UNDER OR THAT MAY BE PRODUCED AND SAVED THEREFROM, TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID PREMISES WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

PARCEL B:

PARCEL I:

ALL STRUCTURES AND IMPROVEMENTS APPURTENANT AND ATTACHED TO THE FOLLOWING DESCRIBED LAND, AS CONVEYED IN A DEED RECORDED ON JANUARY 9, 1987 AS INSTRUMENT NO. 8735761, SITUATED IN THE HARBOR DISTRICT OF THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT L.B.H.D. "A-11 AUX," AS RECORDED IN BOOK 81, PAGE 50, RECORD OF SURVEYS OF SAID COUNTY; THENCE NORTH 923.69 FEET; THENCE EAST 1,300.31 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING COORDINATES NORTH 4,024,511.04; EAST 4,227,521.00 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM; THENCE SOUTH 24° 28' 38" WEST 64.11 FEET; THENCE SOUTH 67° 39' 40" EAST 26.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET; THENCE EASTERLY ALONG SAID CURVE 49.59 FEET TO A TANGENT LINE; THENCE SOUTH 5° 53' 30" EAST 26.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 129.33 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 77.44 FEET TO A TANGENT LINE; THENCE SOUTH 28° 24' 50" WEST 65.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 150.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE 126.53 FEET TO A TANGENT LINE; THENCE SOUTH 19° 42' 07" EAST 444.54 FEET; THENCE SOUTH 63° 13' 04" EAST 486.41 FEET; THENCE SOUTH 65° 17' 23" EAST 258.54 FEET; THENCE NORTH 24° 42' 37" EAST 41.13 FEET; THENCE NORTH 52° 38' 26" WEST 74.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 367.50 FEET TO A TANGENT LINE; THENCE NORTH 279.08 FEET; THENCE NORTH 52° 38' 26" WEST 746.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERAL AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER IN, UNDER OR THAT MAY BE PRODUCED AND SEVERED THEREFROM TOGETHER WITH ALL RIGHTS OF EVERY KIND AND WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID PREMISES, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

PARCEL II:

ALL STRUCTURES AND IMPROVEMENTS APPURTENANT AND ATTACHED TO THE FOLLOWING DESCRIBED LAND, AS CONVEYED IN A DEED RECORDED ON JANUARY 9, 1987 AS INSTRUMENT NO. 8735761 SITUATED IN THE HARBOR DISTRICT OF THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER IN, UNDER OR THAT MAY BE PRODUCED AND SAVED THEREFROM TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE AND SEVER THE SAME, OR ANY PART THEREOF, FROM SAID PREMISES WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

PARCEL C: (ADDITIONAL WATER PARCEL)

THAT CERTAIN PARCEL SITUATED IN THE HARBOR DISTRICT OF THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT L.B.H.D. "A-11 AUX.", AS RECORDED IN BOOK 81 PAGE 50, RECORD OF SURVEYS OF SAID COUNTY; THENCE SOUTH 132.70 FEET; THENCE EAST 2,128.52 FEET TO THE TRUE POINT OF BEGINNING HAVING COORDINATES NORTH 4,023,454.65; EAST 4,228,349.21 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM; THENCE NORTH 30° 45' 52" EAST 347.77 FEET; THENCE SOUTH 52° 38' 26" EAST 50.00 FEET; THENCE SOUTH 27° 00' 07" WEST 378.46 FEET TO A LINE WHICH BEARS SOUTH 52° 38' 26" EAST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 52° 38' 26" WEST 75.00 FEET TO THE TRUE POINT OF BEGINNING.