

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

14471

ASSIGNMENT OF LEASE
AND
CONSENT OF CITY OF LONG BEACH
TO ASSIGNMENT AND ENCUMBRANCE OF LEASEHOLD

This Assignment of Lease ("Assignment"), made APR 20, 2004 (the "Effective Date"), is made and entered into between Long Beach Pelican Associates, a California general partnership ("Assignor" or "LBPA"), and Marina Drive, Long Beach, LP, a California limited partnership ("Assignee"), with reference to the following facts:

A. Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 4, 2003 ("Purchase Agreement"), pursuant to which Seller has agreed to sell and convey to Buyer, and Buyer has agreed to purchase from Seller, the leasehold estate ("Leasehold") described in said Purchase Agreement. Seller has agreed to provide financing for the purchase of the Leasehold by taking back a first trust deed secured by the Leasehold.

B. The Leasehold was created by a certain Lease (#14471) dated February 6, 1980 between the City of Long Beach as Lessor and Rusty Pelican Restaurants, Inc. ("Rusty Pelican") as Lessee, recorded as Instrument No. 80-1259007 of Official Records, County of Los Angeles, California. Said Lease was subsequently modified by: (i) that certain Second Amendment to Lease executed by Rusty Pelican on April 13, 1980 and by Lessor on April 16, 1980; (ii) that certain Third Amendment to Lease executed by Rusty Pelican on December 8, 1980 and by Lessor on December 10, 1980, and recorded as Instrument No. 80-1259008 of Official Records of Los Angeles County; (iii) that certain Consent to Encumbrance of Lease and Amendment to Lease executed by Rusty Pelican on December 8, 1980 and by Lessor on December 10, 1980, and recorded as Instrument No. 80-1259009 of Official Records of Los Angeles County; (iv) that certain Fourth Amendment to Lease executed by LBPA on November 8, 1984 and by Lessor on December 19, 1984, and recorded as Instrument No. 84-1508759 of Official Records of Los Angeles County; (v) that certain Fifth Amendment to Lease executed by LBPA on November 18, 1987 and by Rusty Pelican on November 19, 1987 and by Lessor on November 20, 1987.

C. The Lease, as thereto amended, was assigned by Rusty Pelican to LBPA by that certain Assignment Agreement dated November 1, 1980 between Rusty Pelican, LBPA, and Lessor, and executed by Lessor on January 20, 1981. Under said Assignment Agreement Rusty Pelican agreed to remain liable for the performance of the provisions of the Lease.

D. Pursuant to the Real Property Lease dated October 1, 1994 between LBPA as landlord and Rusty Pelican as tenant, and consented to by Lessor on October 12, 1995, LBPA delivered to Rusty Pelican that certain Long Form Deed of Trust and Assignment of Rents dated October 1, 1994, which trust deed encumbered LBPA's interest in the Leasehold, as provided for by the terms of said Real Property Lease. Said trust deed provides by its terms that it shall be void and of no further force or effect if Lessor fully releases Rusty Pelican from its liability under the Assignment Agreement of November 1, 1980 referred to in paragraph C above.

E. LBPA is the current Lessee under the Lease, as hereto amended.

F. Assignor desires to assign the Lease, as hereto amended (hereinafter, the "Lease") to Assignee, and Assignee desires to accept the assignment of the Lease, on the terms and conditions stated below.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. As of the Effective Date Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Lease.

2. As of the Effective Date, Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor under the Lease arising from and after the Effective Date.

3. Assignor agrees to indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of the Lessee's obligations under the Lease accruing prior to the Effective Date.

4. Assignee agrees to indemnify and hold Assignor harmless from and against any and all liability, loss, cost, damage, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of the Lessee's obligations under the Lease accruing from and after the Effective Date.

5. Should any party hereto institute any action or proceeding to enforce any provisions hereof or for damages by reason of any alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party such amount as the Court may adjudge are reasonable attorneys' fees for services rendered and costs incurred, including any appeals.

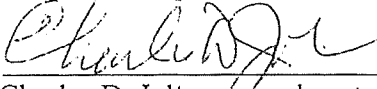
6. This instrument shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

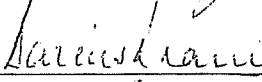
7. This instrument may be executed in any numbers of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the date first above written.

ASSIGNOR:

Long Beach Pelican Associates, a California
general partnership

By: 
Charles D. Jolin, general partner

By: 
Darius Irani, general partner

ASSIGNEE:

Marina Drive, Long Beach, LP, a California
limited partnership

By: Marina Drive, Long Beach, LLC, a California
limited liability company, its general partner

By: _____
Carla Tumanjan, Managing Member

6. This instrument shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

7. This instrument may be executed in any numbers of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the date first above written.

ASSIGNOR:

Long Beach Pelican Associates, a California
general partnership

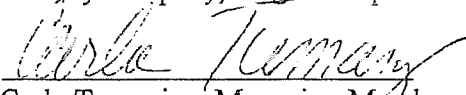
By: _____
Charles D. John, general partner

By: _____
Darius Irani, general partner

ASSIGNEE:

Marina Drive, Long Beach, LP, a California
limited partnership

By: Marina Drive, Long Beach, LLC, a California
limited liability company, its general partner

By: 
Carla Tumanjan, Managing Member

CONSENT OF CITY OF LONG BEACH
TO ASSIGNMENT AND ENCUMBRANCE OF LEASEHOLD

The CITY OF LONG BEACH, a municipal corporation, as Lessor under the above Lease (#14471), hereby:

(a) consents to the above assignment of the Lease and approves the sale and transfer of the Leasehold to Assignee (Marina Drive, Long Beach, LP);

(b) consents to the encumbrance of the Leasehold by a Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing in favor of Long Beach Pelican Associates as Beneficiary, which will be recorded as of the Effective Date referred to above to secure a promissory note in the principal amount of \$1,300,000.00 (or other amount up to a limit of \$1,360,000.00);

(c) affirms that as of the date of this Consent the Lease is in full force and effect and that no default or ground for termination thereof exists;

(d) fully releases Rusty Pelican of any liability under the Lease on account of the Assignment Agreement dated November 1, 1980 (referred to in paragraph C of this document, whereunder Rusty Pelican agreed to remain liable for the performance of all the provisions of the Lease after the assignment thereof to LBPA); which release is being specifically given by Lessor in order to void and render of no further force or effect the Long Form Deed of Trust and Assignment of Rents dated October 1, 1994 given by LBPA in favor of Rusty Pelican (referred to in paragraph D of this document), as provided by the terms of said deed of trust;

(e) releases Assignor, from and after the Effective Date, of any obligation to perform any of the terms and provisions of the Lease to be performed from and after the Effective Date;

(f) agrees, until such time as the promissory note referred to in paragraph (b) above is paid in full, to give written notification to Beneficiary, its successors and assigns, at 27520 Hawthorne Blvd., Suite 205, Rolling Hills Estates, CA 90274 or such other address for notice as may be furnished to Lessor from time to time, of any default or breach of the Lease on the part of Lessee; and further agrees not to terminate the Lease because of any such default or breach thereunder on the part of Lessee if within seventy-five (75) days after service of such written notice Beneficiary cures the default or breach, if it can be cured by the payment or expenditure of money to be paid under the terms of the Lease, or if the default or breach is not reasonably curable within said period, causes the trustee under the Deed of Trust to commence, and thereafter to diligently pursue to completion, the foreclosure of the Deed of Trust; provided, however, that Beneficiary keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by the Lessee until such time as the Leasehold is foreclosed pursuant to the Deed of Trust; and provided further that any notice to Beneficiary provided for in this paragraph may be given concurrently with or after the notice of default or breach to Lessee; and

(g) agrees that until such time as the promissory note in favor of Beneficiary referred to in paragraph (b) above is paid in full, the Lease may be amended or terminated only with the prior written consent of Beneficiary (except as otherwise provided in paragraph (f) above), which consent shall not be unreasonably withheld or delayed.

LESSOR:

CITY OF LONG BEACH, a municipal corporation

By: Mr. [Signature]

Its CITY MANAGER

Date: APRIL 20, 2004.

The foregoing CONSENT OF CITY OF LONG BEACH (LESSOR) TO ASSIGNMENT AND ENCUMBRANCE OF LEASEHOLD is hereby approved as to form this 14th day of April, 2004.

ROBERT SHANNON, City Attorney

By: Charles Parkin
Deputy

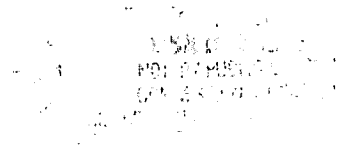
State of Oregon)

County of Multnomah)

On 4/7/04, 2004, before me, Lisa Bauder,
personally appeared Charles D. John & Danus Iran,
personally known to me (or 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 on behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature: Lisa Bauder (Seal)

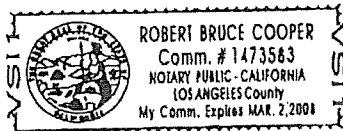


State of California)
)
County of Los Angeles)

On April 7, 2004, before me, Robert Bruce Cooper,
personally appeared Curtis Thompson,
personally known to me (or 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 on behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature: Robert Bruce Cooper (Seal)



State of California)
)
County of Los Angeles)

On APRIL 20, 2004, before me, LINDA C. RAMSAY,
personally appeared GERALD R. MILLER,
personally known to me (or 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 on behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature: Linda C. Ramsay (Seal)

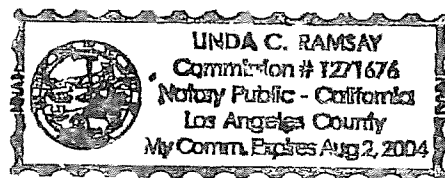


EXHIBIT "A"
(LEGAL DESCRIPTION)

THAT PORTION OF LOT 1, TRACT NO. 1077, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 195 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THAT CERTAIN STRIP OF LAND, 220.00 FEET WIDE, SHOWN AS "SAN GABRIEL RIVER" ON SAID MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF STUDEBAKER ROAD AND MARINA DRIVE AS SHOWN ON TRACT MAP NO. 26635 AS PER MAP RECORDED IN BOOK 684, PAGES 51 TO 53 INCLUSIVE, OF MAPS IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTH 52° 05' 00" WEST 256.99 FEET ALONG THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF SAID STUDEBAKER ROAD (SHOWN AS SOUTH 52° 16' 30" WEST ON SAID TRACT MAP NO. 26635); THENCE NORTH 42° 27' 10" WEST 253.32 FEET ALONG A LINE ESTABLISHED 1.80 FEET NORTHEASTERLY OF AND PARALLEL WITH THE FACE OF THE NORTHEASTERLY CONCRETE BULKHEAD OF BASIN NO. 2 OF THE LONG BEACH MARINA; THENCE NORTH 47° 32' 50" EAST 18.20 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A 1 INCH IRON PIPE WITH TAG MARKED "CLB LS 4866", SAID POINT ALSO BEING NORTH 42° 27' 10" WEST 485.14 FEET AND NORTH 47° 32' 50" EAST 20.00 FEET FROM THE INTERSECTION OF THE FACE OF SAID NORTHEASTERLY CONCRETE BULKHEAD WITH THE FACE OF THE SOUTHWESTERLY CONCRETE BULKHEAD OF SAID BASIN NO. 2; THENCE NORTH 42° 27' 10" WEST PARALLEL WITH SAID FACE OF THE NORTHEASTERLY CONCRETE BULKHEAD 92.17 FEET; THENCE SOUTH 47° 32' 50" WEST 4.00 FEET; THENCE NORTH 42° 27' 10" WEST 20.20 FEET; THENCE NORTH 47° 32' 10" EAST 17.00 FEET AT RIGHTS ANGLES TO SAID FACE OF THE NORTHWESTERLY CONCRETE BULKHEAD; THENCE SOUTH 42° 27' 10" EAST 2.37 FEET; THENCE NORTH 47° 32' 50" EAST 53.77 FEET TO A 1 INCH IRON PIPE WITH TAG MARKED "CLB LS 4866"; THENCE SOUTH 87° 27' 10" EAST 25.78 FEET TO A LEAD WITH TAG MARKED "CLB LS 4866"; THENCE SOUTH 42° 27' 10" EAST 83.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 12.57 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00", THE POINT OF INTERSECTION OF THE TANGENTS TO SAID CURVE BEING A LEAD WITH TAG MARKED "CLB LS 4866"; THENCE TANGENT TO SAID CURVE SOUTH 47° 32' 50" WEST 77.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM "THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING ANY PORTION OF SAID LAND INCLUDED WITHIN PARCEL 73A AS SHOWN ON FILED MAP F-2547 FILED JUNE 19, 1979 AS INSTRUMENT NO. 79-664211 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS NOW OWNED BY GRANTOR OR THAT MAY BE PRODUCED THEREFROM, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL PETROLEUM, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF GRANTOR, SUCCESSORS AND ASSIGNS OR INGRESS AND EGRESS BENEATH SURFACE OF ANY OF SAID LAND WHICH IS NOW OWNED BY GRANTOR TO EXPLORE FOR, EXTRACT, MINE AND REMOVE SAME, AND TO MAKE USE OF SAID LAND BENEATH SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING AND SINKING OF WELLS, SHAFTS OR TUNNELS, PIPE LINES AND PRODUCTION LINES, INCLUDING THE EXTENSION THEREOF TO ADJACENT PROPERTY; PROVIDED, HOWEVER, THAT SAID GRANTOR, SUCCESSORS AND ASSIGNS SHALL NOT USE THE SURFACE OF SAID LAND OR ANY PART THEREOF ABOVE 100 FEET BENEATH THE SURFACE THEREOF IN THE EXERCISE OF ANY OF SAID RIGHTS AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON", AS RESERVED BY SAN GABRIEL RIVER IMPROVEMENT COMPANY, A CORPORATION, IN DEEDS RECORDED JULY 22, 1958 AS INSTRUMENT NO. 3038 IN BOOK D-162 PAGE 306, OFFICIAL RECORDS, AND NOVEMBER 24, 1958 AS INSTRUMENT NO. 3631 IN BOOK D-284 PAGE 686, OFFICIAL RECORDS.