

30545

ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT (the "Assignment and Consent") is executed as of this 16th day of October, 2007 and effective October 1, 2007, by and between **THE CITY OF TORRANCE**, a municipal corporation, for CLT Worksource Investment Network (WIN)(formerly known as "The City of Torrance, a municipal corporation, for CLT Private Industry Council")("collectively,"Assignor"), and **THE CITY OF LONG BEACH**, a municipal corporation, for Workforce Development Bureau (collectively, "Assignee"), and **WORLDPORT LLC**, a Delaware limited liability company ("Landlord"), with reference to the following facts:

RECITALS:

A. Landlord is the Landlord and Assignor is the Tenant under that certain Lease dated June 26, 1998 between California Drive-In Theatres, Inc., as Landlord, and Tenant, and as amended by the First Addendum to Lease, dated as of July 30, 1999, between California Drive-In Theatres, Inc., as Landlord, and Tenant, and as amended by the Second Addendum to Lease, dated as of August 1, 2001 between Worldport LLC, as Landlord, and Tenant, and as amended by the Third Addendum to Lease, dated as of December 10th, 2002 between Worldport LLC, as Landlord, and Tenant, and as amended by the Fourth Addendum to Lease, dated as of September 28th, 2004, between Worldport LLC, as Landlord, and Tenant, and as amended by the Fifth Addendum to Lease, dated as of June 13, 2007 (collectively, the "Lease"), covering those certain Premises located in The Worldport Business Center, 1851 North Gaffey Street, Suites D, E, F, G and H, San Pedro, California, as more particularly described in the Lease (the "Premises").

B. Assignor desires to assign its interest in the Lease to Assignee and Assignee desires to accept the assignment.

C. Assignor and Assignee further desire that Landlord consent to the Assignment and Landlord is agreeable to the assignment subject to the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

1. Effective as of October 1, 2007 (the "Effective Date"), Assignor assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the Lease (the "Assignment").

2. Assignee shall, and by acceptance of this Assignment hereby covenants and agrees to accept the Assignment and in addition expressly assumes, from and after the Effective Date, to keep, perform and fulfill each and every term, covenant, condition and obligation required to be kept, performed and fulfilled by Assignee as Tenant under the Lease, including the making of all payments due and payable on behalf of Tenant under the Lease when due and payable.

3. Landlord hereby consents to the Assignment to Assignee, provided, however, that:

a) Neither the Assignment nor this Assignment and Consent shall release or discharge Assignor from its obligations under the Lease until 11:59 PM September 30, 2007.

b) This Assignment and Consent shall apply only to the Assignment and shall not apply to any future assignments, subleases, or hypothecation with respect to the Lease or any interest therein; and

c) This Assignment and Consent shall not constitute a waiver by Landlord of any right, remedy, provision, term or condition contained in the Lease or given to Landlord by law or in equity.

4. The parties hereby acknowledge that Landlord shall retain, as the "Security Deposit," under the Lease, the Security Deposit which was posted by Assignor under the terms of the Lease and presently held by Landlord to pay for any outstanding charges including unpaid CAM, Industrial Rent and cost of repairs to vacated suites incurred through 11:59 PM September 30, 2007. All costs will be provided through statement to the City of Torrance and any remaining Security Deposit will be refunded, Any overage based on the aforementioned charges will be billed to the City of Torrance.

5. Notwithstanding anything contained in the Lease, Assignee's sole address for notices pursuant to Paragraph 18 of the Basic Lease Provisions shall be 1851 North Gaffey Street, Suite F, San Pedro, California 90731.

6. This Assignment and Consent shall be binding upon and to the benefit of parties hereto, their heirs, executors, successor-in-interest and assigns.

7. Paragraph 2 of the Lease is hereby supplemented by addition of the following:

a) Section 2.4 Landlord (s) Termination Right:

Notwithstanding anything herein to the contrary, Landlord shall have the Right to terminate this lease and all future rights and obligations of the parties at anytime during the term of this lease, upon not less than (90) days prior written notice to Tenant, if Landlord intends to demolish and or redevelop all or part of the Worldport Business Center.

ASSISTANT CJS (Tenant's Initials) JD (Landlord's Initials)


8. Except as herein specifically provided, no other amendment or modification of the Lease is intended by this Assignment and all provisions of the Lease shall remain unchanged and in full force and effect in accordance with their terms.

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Consent to be executed as of the date first above written.

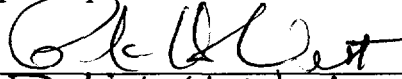
“ASSIGNOR”:

THE CITY OF TORRANCE, a
municipal corporation

By: 
Name: Frank Scotto
Title: Mayor


“ASSIGNEE”:

THE CITY OF LONG BEACH, a
municipal corporation

By: 
Name: Patrick H. West
Title: City Manager

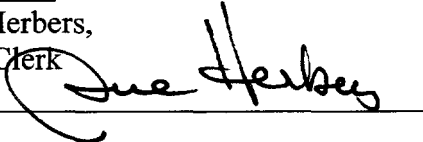
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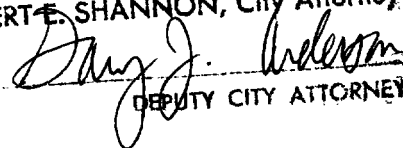
John L. Fellows, III,
City Attorney,

By: 
Name: _____
Title: ~~Deputy~~ City Attorney

ATTEST:

Sue Herbers,
City Clerk


By: 

APPROVED AS TO FORM.
06. 22, 2007
ROBERT E. SHANNON, City Attorney
By: 
DEPUTY CITY ATTORNEY

“LANDLORD”:

WORLDPORT, LLC,
a Delaware limited liability company

By: Worldport, Inc., a Delaware
corporation, Manager

By: 
Name: Jill Sapich
Title: Assistant Secretary

**EXHIBIT A
LOCATION OF THE PREMISES**

