

1                   **CONSENT TO ASSIGNMENT AND ASSUMPTION**  
2                   **AND ESTOPPEL CERTIFICATE**  
3                   **AND AGREEMENT BETWEEN CITY OF LONG BEACH**  
4                   **AND CRAB ADDISON, INC.**

5                   **14471**

6                   The undersigned ground landlord ("Landlord"), as present  
7                   and sole owner and holder of all of the Landlord's right, title and  
8                   interest in, to and under the ground lease documents described in  
9                   Exhibit "A" (the "Lease"), hereby consents to the foregoing  
10                  assignment and assumption of the Lease and the building lease  
11                  documents described on Exhibit "A" pursuant to the terms and  
12                  conditions contained herein.

13                 Landlord, as the lessor, certifies to Assignee and  
14                 Assignor the following:

15                 1. The Lease has not been cancelled, modified, assigned,  
16                 extended or amended, and there are no other agreements, written or  
17                 oral, between Assignor and Landlord with respect to the Lease  
18                 and/or the leased premises and building, except as shown in Exhibit  
19                 "A" hereto.

20                 2. All the stated or minimum rent prescribed by the  
21                 Lease has been paid to the first day of the current month and all  
22                 additional or percentage rent has been paid in a timely manner.  
23                 There is no prepaid rent, except \$ None. And the amount of the  
24                 security deposit is \$ None.

25                 3. To the knowledge of Landlord, the Lease is in full  
26                 force and effect and neither party to it is in default of its  
27                 obligations under the Lease, nor has any event occurred, which with  
28                 the passage of time or notice (or both) would become an event of

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1 default under the Lease.

2 4. To the knowledge of landlord, Tenant has not assigned  
3 or sublet its interest in the Lease nor does Tenant hold the leased  
4 premises under an assignment or sublease not set forth on Exhibit  
5 "A".

6 5. Landlord has no right or option to cancel the Lease  
7 prior to its stated expiration date, except as stated in the Lease  
8 as amended.

9 6. The statements contained herein may be relied upon by  
10 Assignor and Assignee.

11 7. Landlord's consent is subject to and conditioned on  
12 Assignee agreeing that Assignee, for the benefit of the City of  
13 Long Beach, agrees that: (1) no improvements shall be erected,  
14 placed upon, operated, nor maintained upon the premises, nor any  
15 business conducted or carried on therein or therefrom, in violation  
16 of any regulation, order, law, statute, or ordinance of a  
17 governmental agency having jurisdiction including, but not limited  
18 to, those of the City of Long Beach. Assignee shall not, whether  
19 or not the premises are zoned for such an activity, allow any  
20 "adult entertainment business" to operate on the premises as such  
21 a business is defined by Section 21.15.110 of the Long Beach  
22 Municipal Code as of this Consent to Assignment and Assumption and  
23 Estoppel Certificate, and (2) that Assignee shall not operate any  
24 restaurant upon the premises in its "Joe's Crab Shack" format, or  
25 otherwise substantially in the same format as that of the Crab Pot  
26 also located on Marina Drive in Long Beach, for a period of  
27 eighteen (18) months from the date of the execution of this Consent  
28 to Assignment and Assumption and Estoppel Certificate by the City

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1 of Long Beach.

2 8. As additional consideration for this Consent to  
3 Assignment and Assumption and Estoppel Certificate, ~~Landry's~~  
4 Landry's Seafood Restaurant, Inc. agrees that it will guarantee to  
5 the City of Long Beach, for the duration of the term of "the Lease"  
6 unless sooner terminated (for which sooner termination Assignee or  
7 its successor has vacated the premises), the City's net revenue  
8 from the Premises for the calendar year 1997 which the parties  
9 agree was \$98,436.83.

10 Dated this 24th day of July, 1998.

11  
12 CITY OF LONG BEACH, a  
13 municipal corporation

14  
15 By: [Signature]  
16 Its: ASSISTANT CITY MANAGER

17 CITY EXECUTED PURSUANT  
18 TO SECTION 301 OF  
19 THE CITY CHARTER.

20 CRAB ADDISON, INC.,  
21 a California corporation

22 By: [Signature]  
23 Vice President

24 By: [Signature]  
25 Secretary

26 ASSIGNEE

27 //  
28 //

Legal: WMB 7/29/98

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1 LANDRY'S SEAFOOD RESTAURANT, INC.,  
2 a Delaware corporation

3 By: [Signature]  
4 Executive Vice President

5 By: [Signature]  
6 Secretary

7 GUARANTOR

8  
9 Approved as to form this 29th day of July, 1998.

10 ROBERT E. SHANNON, City Attorney

11 By: [Signature]  
12 Deputy

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14  
15 Legal: VMB 7/29/98  
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7/29/98  
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**EXHIBIT "A"**

- |   |          |
|---|----------|
| 1. Lease Option   | 2/1/79   |
| 2. First Amendment to Lease Option  | 3/29/79  |
| 3. Lease<br>between City of Long Beach and<br>Rusty Pelican Restaurants, Inc.                           | 2/6/80   |
| 4. Second Amendment to Lease  | 4/16/80  |
| 5. Third Amendment to Lease   | 12/8/80  |
| 6. Assignment Agreement<br>between Rusty Pelican Restaurants, Inc. and<br>Long Beach Pelican Associates | 1/20/81  |
| 7. Real Property Lease<br>between Long Beach Pelican Associates<br>and Rusty Pelican Restaurants, Inc.  | 1/20/81  |
| 8. Fourth Amendment to Lease  | 12/19/84 |
| 9. Fifth Amendment to Lease   | 11/9/87  |

INM:pw

7/24/98

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