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EXECUTED
ORIGINAL

ASSIGNMENT OF LEASES AND SECURITY DEPOSITS

THIS ASSIGNMENT OF LEASES AND SECURITY DEPOSITS ("Assignment") is made this 22 day of October 2015 ("Assignment Date") by and between 211 East Ocean, LLC, a Delaware limited liability company ("Assignor"), and Ocean Capital Partners, LLC, a California limited liability company and Ocean Holdings Group, LLC, a California limited liability company (individually and collectively, jointly and severally, "Assignee").

WITNESSETH:

A. Assignor and the The Ruth Group, LLC, a California limited liability company, predecessor-in-interest to Assignee, entered into that certain Purchase Agreement dated as of September 16, 2015 ("Agreement"), respecting the sale of the Property. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Agreement.

B. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to the leases listed on Exhibit A attached hereto (the "Leases") and security deposits paid by tenants ("Tenants") under the Leases to Assignor ("Deposits").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Leases and the Deposits.

2. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns the Leases and the Deposits.

3. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as landlord under the Leases accruing or arising on or after the Assignment Date.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

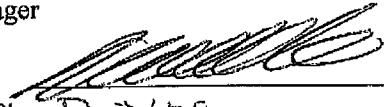
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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

"Assignor"

211 EAST OCEAN, LLC,
a Delaware limited liability company

By: 211 East Ocean Partners Inc.,
A California corporation, its
Manager

By: 
Name: Davis Lee
Title: Director

"Assignee"

OCEAN CAPITAL PARTNERS, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

OCEAN HOLDINGS GROUP, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

"Assignor"

211 EAST OCEAN, LLC,
a Delaware limited liability company

By: 211 East Ocean Partners Inc.,
A California corporation, its
Manager

By: _____
Name: _____
Title: _____

"Assignee"

OCEAN CAPITAL PARTNERS, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

OCEAN HOLDINGS GROUP, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

List of Leases

1. Rohfling & Kalagian
2. City of Long Beach
3. The Designory
4. Cenveo Corporation
5. Opus Bank
6. MCM Group International Group