

RECORDING REQUESTED BY:

WILLIAM T. DALESSI

AND WHEN RECORDED MAIL TO:

RIEDMAN, DALESSI & DYBENS
200 Oceangate, Suite 440
Long Beach, CA 90802

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF SUBLESSOR'S INTEREST IN
STOLL COMPANY, INC. dba STOLL ENGINE CO. SUBLEASE
23509

This Assignment is made on February 1, 1995, by and between BANCAP MARINA CENTER, INC., a California corporation, doing business as ALAMITOS BAY MARINA CENTER called "Assignor", and HARBOR BANK, a California corporation, called "Assignee."

The parties agree as follows:

Assignment of Sublease Interest

1. For value received, the Assignor grants, transfers, and assigns to the Assignee, its successors, and assigns all of the right, title, and interest of the Assignor in and to that certain Sublease, with Stoll Company, Inc. doing business as Stoll Engine Co., described in Schedule A, covering premises, called "the premises", briefly described as: 243 Marina Drive, Long Beach, California, together with any extensions and any guaranties of the Sublessee's obligations.

Purpose of Assignment

2. This Assignment is made for the purposes of: (a) securing payment of all the sums now or at any time hereafter due the Assignee and secured by a certain Promissory Note in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) made by the Assignor to the Assignee dated concurrently herewith, this Assignment, or by any other loan documents or obligations affecting the premises, referred to below as "the note"; and, (b) securing performance and discharge of each obligations, covenant, and agreement of the Assignor contained in this Assignment or any note secured thereby.

Collection of Rents

3. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation of the Assignor herein or in the Note, the Assignor shall have the right to collect, but not more than thirty (30) days before accrual, all rents, issues, and

profits from the premises and to retain, use, and enjoy the same.

Payment in Full

4. On the payment in full of all indebtedness secured hereby, in favor of the Assignee affecting the premises, this Assignment shall become and be void and of no effect.

Performance by Assignor

5. The Assignor shall fulfill or perform each and every condition and covenant of the Sublease by Sublessor to be fulfilled or performed; give prompt notice to the Assignee of any notice of default by the Assignor under the Sublease received by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, enforce, short of the Sublease's termination, the performance or observance of each and every covenant and condition of the Sublease by the Sublessee to be performed or observed; not modify nor in any way alter the Sublease's terms; not terminate the Sublease's terms; not accept a surrender of the Sublease unless required to do so by the Sublease's terms; not anticipate the rents under the Sublease for more than thirty (30) days before accrual; and, not waive nor release the Sublessee from any obligations or conditions by the Sublessee to be performed.

Rights Assigned

6. The rights assigned in this Assignment include all the Assignor's right and power to modify the Sublease or to terminate the terms or to accept the Sublease's surrender or to waive or release the Sublessee from the performance or observance by the Sublessee of any obligation or condition of the Sublease or to anticipate rents under the Sublease for more than thirty (30) days before accrual.

Defense of Actions

7. At the Assignor's sole cost and expense, the Assignor shall appear in and defend any action growing out of or in any manner connected with the Sublease or the obligations or liabilities of the Sublessor, Sublessee, or any guarantor under the Sublease.

Rights of Assignee

8. Should the Assignor fail to make any payment or to do any act as provided in this Assignment, then the Assignee, but without obligation to do so and without notice to or demand on the Assignor and without releasing the Assignor from any obligation in this Assignment, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the Sublessor in the Sublease contained, and in exercising any such

powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees. The Assignor shall pay immediately on demand all sums expended by the Assignee under the authority of this paragraph, together with interest thereon at the default rate in the note described above and the same shall be added to the indebtedness and shall be secured hereby.

Acceleration

9. The whole of the indebtedness shall become due (a) on the election by the Assignee to accelerate the maturity of the indebtedness in accordance with the provisions of the note secured by this Assignment or any other instrument held by the Assignee as security for the indebtedness; or, (b) at the Assignee's option, after any attempt by the Assignor to exercise any of the rights described in Paragraph 6 or after any default by the Assignor hereunder and the continuance of such default for ten (10) days after notice and demand.

Remedies of Assignee

10. (a) After any attempt by the Assignor to exercise any of the rights described in Paragraph 6 or after any default by the Assignor in paying the indebtedness or in performing any obligation of the Assignor herein or any other instrument securing said indebtedness, the Assignee, at its option, without notice, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may:

- (1) Enter on, take possession of, and operate the premises;
- (2) Make, enforce, modify, and accept the surrender of subleases;
- (3) Obtain and evict tenants;
- (4) Fix or modify rents; and
- (5) Do any acts that the Assignee deems proper to protect the security hereof.

(b) The Assignee has the right to act in accordance with (a) above until all indebtedness secured hereby is paid in full, and may further, either with or without taking possession of the premises, in its own name, sue for or otherwise collect and receive all rents, issues, and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, on any indebtedness secured hereby in the order as the Assignee may determine.

(c) Any income received from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor secured hereby, including any accelerated indebtedness, and of the amount estimated by the Assignee to be necessary to meet these obligation for the subsequent six (6) months' period shall be paid over by the Assignee to the Assignor promptly after the expiration of each six (6) months' period following the date of the entry. The entering on and taking possession of the property, the collection of the rents, issues, and profits and the application thereof as stated above, shall not cure or waive any default or waive, modify, or affect any notice of default under any instrument securing the debt or invalidate any act done under the notice.

Merger

11. The Assignor, without the prior written consent of the Assignee, shall not cause or permit the leasehold estate under the Sublease to merge with the Assignor's reversionary interest.

Warranties

12. The Assignor warrants that:

- (a) The Assignor has not executed any prior assignment of any of its rights under the Sublease;
- (b) The Assignor has not done anything that might prevent the Assignee from or limit the Assignee in operating under any of the provisions of this Assignment;
- (c) The Assignor has not accepted rent under the Sublease more than thirty (30) days in advance of its due date;
- (d) So far as the Assignor knows, there is no present default by the Sublessee under the Sublease; and
- (e) The Sublease is in full force and effect, unmodified.

Indemnification

13. The Assignee shall not be obligated to perform or discharge any obligation under the Sublease, or under or by reason of this Assignment, and the Assignor agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss, or damage that it may or might incur under the Sublease or under or by reason of this Assignment and of and from any and all claims or demands whatsoever that may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Sublease. If the Assignee incurs any such liability, loss, or damage under the Sublease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including

costs, expenses, and reasonable attorneys' fees, together with interest thereon at the default rate of the note described above shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately on demand.

Successors and Assigns

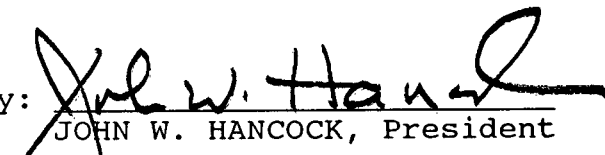
14. This Assignment shall inure to the benefit of the Assignee's successors and assigns and shall bind the Assignor's legal representatives, successors, and assigns.

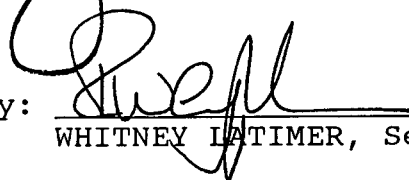
Notices

15. The parties agree that all notices, demands, or documents that are required or permitted to be given or served under this Assignment shall be in writing and shall be deemed given when sent by registered mail addressed to the Assignor at BANCAP MARINA CENTER, INC., a California corporation, doing business as Alamitos Bay Marina Center, 6265 East Second Street, Long Beach, California 90803, and to the Assignee at HARBOR BANK, 11 Golden Shore, Long Beach, California 90801. These addresses may be changed from time to time by either party by serving notice as provided in this paragraph.


IN WITNESS WHEREOF, the parties have duly executed this Assignment at Long Beach, California on the day and year first above written.

BANCAP MARINA CENTER, INC.,
A CALIFORNIA CORPORATION,
dba ALAMITOS BAY MARINA CENTER
"ASSIGNOR"

By: 
JOHN W. HANCOCK, President

By: 
WHITNEY LATIMER, Secretary

HARBOR BANK,
A CALIFORNIA CORPORATION,
"ASSIGNEE"

By: 
R. TURICCHI, President

By: 
H. H. HASTAIN,
First Vice President

This assignment to HARBOR BANK, a California corporation, by BANCAP MARINA CENTER, INC., a California corporation, Sublessor, of its interest in the Sublease described herein is approved by the City of Long Beach, a Municipal corporation, Master Lessor, effective as of the date hereof.

DATED: 1/26/95

CITY OF LONG BEACH,
A MUNICIPAL CORPORATION,

APPROVED AS TO FORM

1/25, 1995
JOHN R. CALHOUN, City Attorney

By [Signature]
DEPUTY CITY ATTORNEY

By: [Signature]
JAMES HANKLA, City Manager
HENRY TABOADA
ASSISTANT CITY MANAGER

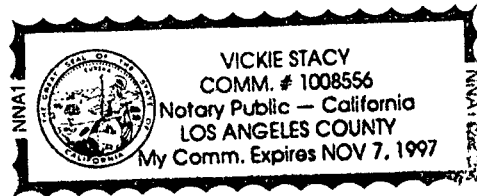
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 23, 1995, before me, the undersigned notary public, personally appeared JOHN W. HANCOCK and WHITNEY LATIMER, personally known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument; and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Vickie Stacy

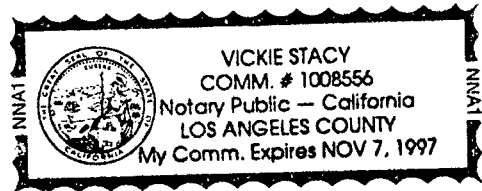


STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 23, 1995, before me, the undersigned notary public, personally appeared R. TURICCHI and H. H. HASTAIN, personally known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument; and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Vickie Stacy

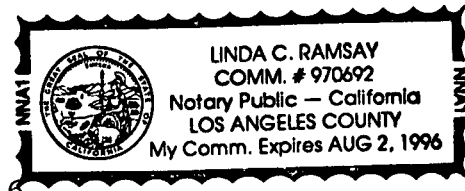


STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 26, 1995, before me, the undersigned notary public, personally appeared HENRY TABOADA, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument; and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

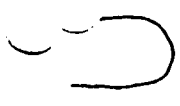
Linda C. Ramsay



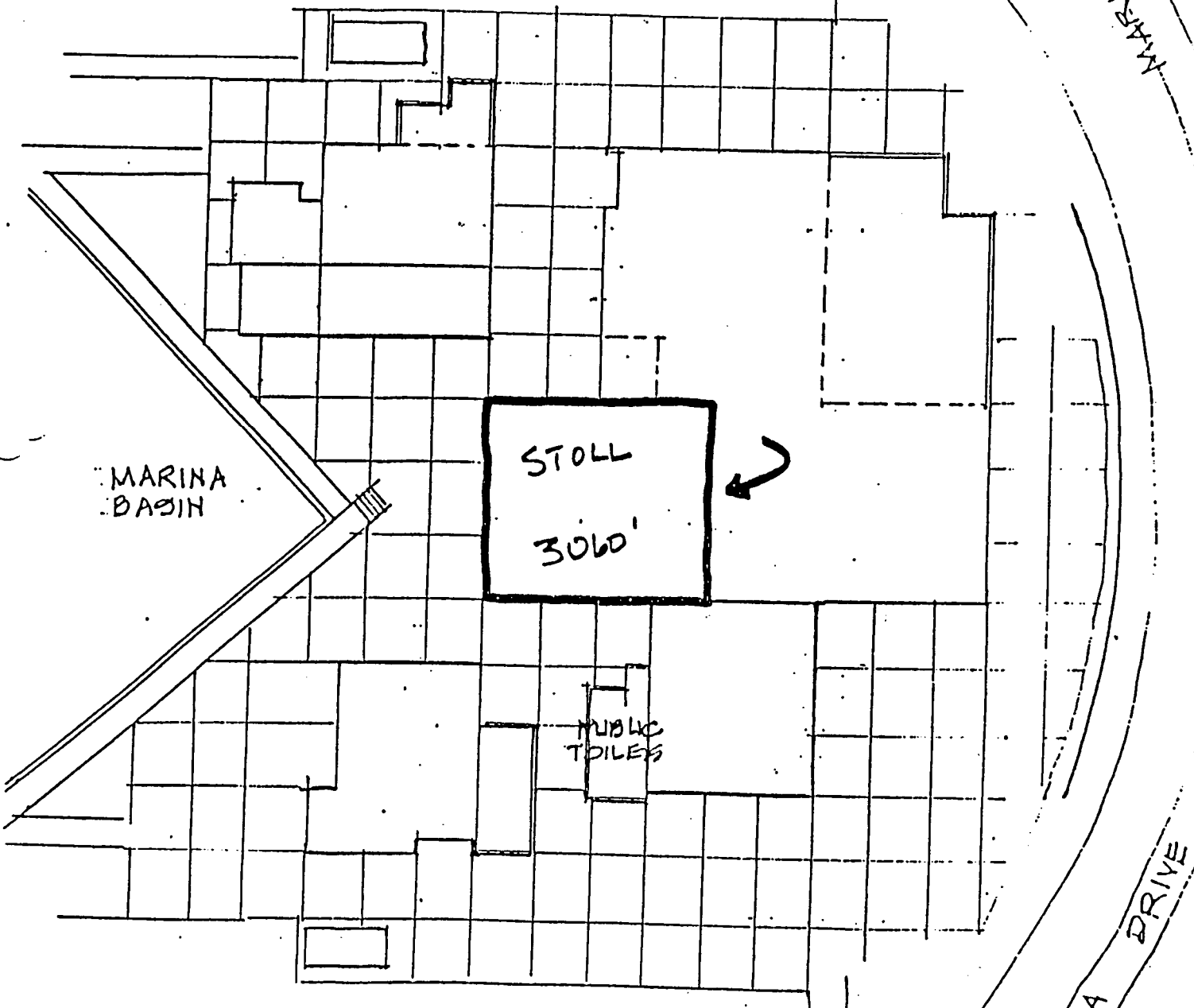
SCHEDULE "A"

That Sublease dated November 30, 1994, entered into by BANCAP MARINA CENTER, INC., a California corporation, doing business as ALAMITOS BAY MARINA CENTER, Sublessor, with STOLL COMPANY, INC. a California corporation, doing business as STOLL ENGINE CO., Sublessee, of that property commonly known as 243 Marina Drive, Long Beach, CA 90803, which Sublease is for a period of five years (5), commencing November 30, 1994, and ending on December 31, 1999. Reference is hereby made to the Site Diagram attached hereto which shows the general area covered by the Sublease. Reference is also made to said Sublease for further particulars.

ALAMITOS BAY MARINA CENTER
239 to 259 MARINA DRIVE LONG BEACH, CALIF.



PARKING



MARINA BASIN

STALL
3060

PUBLIC
TOILETS

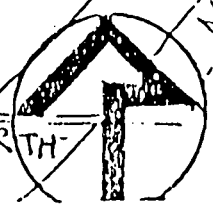
PARKING



SITE DIAGRAM

NO SCALE

NORTH



MARINA DRIVE

9.29.94