

14895

CONSENT TO ASSIGNMENT OF LEASE

CITY OF LONG BEACH, a municipal corporation and tide and submerged lands trust grantee of the State of California, having an office at City Hall, 333 West Ocean Boulevard, Long Beach, California 90802 ("Landlord"), hereby consents to the Assignment of Lease ("Assignment") by Golden Shore Partners, a California general partnership, ("Assignor") to Eleven Golden Shore, L.P., a California limited partnership, having an address at 400 Oceangate, Long Beach, CA 90802 ("Assignee"), pursuant to a lease dated October 25, 1979 (the "Lease"), a copy of which is attached hereto as Exhibit A, of the entire area as described on Exhibit A of the Assignment (attached hereto as Exhibit B) (the "Leased Premises") situated in Los Angeles County, City of Long Beach.

1. (a) The Assignment shall be subject and subordinate at all times to the Lease, and to all of the provisions, covenants, agreements, terms and conditions of the Lease and of this Consent, and Assignee shall not do or permit anything to be done in connection with Assignee's occupancy of the Premises which would violate any of said provisions, covenants, agreements, terms or conditions.

(b) Nothing herein contained shall be construed to modify, waiver, impair or affect any of the provisions, covenants, agreements, terms or conditions contained in the Lease.

(c) Nothing herein contained shall be construed as a consent to or approval or modification by Landlord of any of the particular provisions of the Lease.


2. Assignor and Assignee represent and warrant to Landlord that the copy of the Assignment annexed hereto as Exhibit B is a true and complete copy thereof.

3. This Consent may be executed in any number of counterparts and each counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute only one and the same agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of January 3, 2006.

CITY OF LONG BEACH,
a municipal corporation
as Landlord

By: 
Name: Gerald R. Miller
Title: City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM


December 18, 2006
ROBERT E. SHANNON, City Attorney
By: 
PRINCIPAL DEPUTY CITY ATTORNEY

Exhibit A

LEASE

1
2
3 1. PARTIES: The parties to this Lease are the CITY
4 OF LONG BEACH, a municipal corporation and tide and submerged
5 lands trust grantee of the State of California ("Landlord")
6 and GOLDEN SHORE PROFESSIONAL BUILDING, a general partnership
7 ("Tenant").

8 2. RECITALS: This Lease is made with reference to
9 the following facts, representations, and objectives:

- 10 a. Landlord is the owner of certain tide and
11 submerged lands conveyed to it by the State
12 of California, which lands were granted and
13 are held upon certain trusts and conditions
14 set forth in Chapter 676, Statutes of 1911,
15 Chapter 102, Statutes of 1925, Chapter 158,
16 Statutes of 1935, Chapter 29, Statutes of
17 1956, First Extraordinary Session, Chapter
18 1560, Statutes of 1959, and Chapter 138,
19 Statutes of 1964, First Extraordinary Ses-
20 sion.
- 21 b. Tenant is a general partnership organized
22 and existing under the laws of the State
23 of California for the purpose of construct-
24 ing, owning, and operating an office building
25 on a parcel of real property to be acquired
26 from the Redevelopment Agency of the City of
27 Long Beach ("Agency") and developed by
28 Tenant in accordance with the provisions of

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1 a Disposition and Development Agreement be-
2 tween Tenant and the Agency. Said parcel
3 is contiguous with the premises leased
4 herein.

- 5 c. Tenant has executed the Disposition and
6 Development Agreement with the Agency and
7 has conditionally delivered that Agreement
8 to the Agency. The delivery has been con-
9 ditioned on Tenant acquiring an insurable
10 interest in the leased premises for the
11 purpose of providing vehicular ingress to and
12 egress from the parking structure to be built
13 on the Development Site.
- 14 d. The leased premises are located on the
15 granted tidelands at the northwest corner of
16 the intersection of Golden Shore and Shoreline
17 Drive, the northerly and easterly lines of
18 which are coterminous with the boundary line
19 ("Chapter 138 line") of the granted tidelands.
- 20 e. The City Council of the City of Long Beach
21 has found and determined that the sollicita-
22 tion of competitive bids after public adver-
23 tising for the development of the leased
24 premises will provide no advantage for the
25 reason that the configuration of the public
26 streets abutting on the leased premises
27 and the Chapter 138 line form a parcel which
28 cannot be separately developed or used for

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any purpose profitable to the tideland's trust administered by Landlord. The City Council has also found and determined that this Lease and the uses authorized of the parcel will not interfere with the uses and purposes described in the statutes set forth in paragraph a. above.

f. On OCT 9, 1979, by resolution, the City Council of the City of Long Beach approved this Lease and authorized the City Manager to execute the same, to submit an application to the State Lands Commission pursuant to California Public Resources Code Section 6701 et seq., and to do all things reasonably required in connection with said application.

3. PREMISES: Landlord leases to Tenant and Tenant leases from Landlord the parcel of real property situated in the City of Long Beach, Los Angeles County, more fully described in Exhibit "A", attached hereto, and by this reference made a part hereof ("Leased Premises") subject to the terms hereof and subject to conditions, reservations, exceptions, and rights of way which are of record.

4. TERM: The term of this lease shall be for fifty (50) years commencing as of the date of execution hereof by Landlord's City Manager. Said term shall be extended by City for an additional twenty-five (25) year term upon the expiration of the initial term provided neither Tenant nor its successors

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1 in interest shall be in default of any term, covenant, or condi-
2 tion in this Lease to be performed by Tenant.

3 5. RENT: Tenant shall pay Landlord a base rent of
4 One Dollars (\$1.00) per year payable on the date of execution
5 by Tenant and on the anniversary date of that date of execution
6 each year thereafter during the term or any extension thereof.
7 In addition to the base rent, Tenant agrees to pay and dis-
8 charge, as additional rental, for the lease year to the which
9 the following terms apply:

- 10 a. All utilities used or consumed at or on the
11 leased premises.
12 b. All ad valorem taxes and assessments of any
13 nature for which Tenant may be liable levied
14 upon the improvements to the leased premises
15 to be made by Tenant or upon Tenant's interest
16 in this Lease.
17 c. All costs and expenses which Landlord may incur
18 in consequence of or because of any default by
19 Tenant under this Lease, including reasonable
20 attorneys' fees and costs of suit or action to
21 enforce the terms, covenants, and conditions
22 of this Lease.
23 d. Insurance premiums on all insurance required
24 or permitted under the provisions of paragraph
25 9 of this Lease.

26 6. CONSTRUCTION OF IMPROVEMENTS: Pursuant to the
27 Disposition and Development Agreement between Tenant and Agency
28 the Agency has agreed to construct or cause to be constructed

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1 at its expense on the leased premises certain improvements,
2 including without limitation, a vehicular access road and land-
3 scaping, all in strict accordance with plans and specifications
4 approved by Landlord's City Manager or his designated repre-
5 sentative. Tenant has agreed to pay for all costs of
6 construction of said improvements in excess of \$150,000.

7 7. MAINTENANCE AND OPERATION: Tenant, at its cost,
8 shall maintain and operate the leased premises and improvements
9 thereon in good order, condition, and repair. It is understood
10 that Landlord is only obligated to furnish the leased premises
11 and that Landlord shall have no obligation to incur any expense
12 of any kind or character in connection with the management,
13 operation, or maintenance of the leased premises during the term
14 of this Lease or any extension thereof.

15 8. ADDITIONS AND IMPROVEMENTS: Tenant shall not make
16 any addition or improvement to the leased premises or improve-
17 ments thereon without Landlord's consent. Any additions or
18 improvements shall remain on and be surrendered with the leased
19 premises on expiration or termination of the term or any exten-
20 sion thereof.

21 9. INSURANCE: Tenant, at its cost, shall keep or
22 cause to be kept a policy or policies of insurance against loss
23 or damage to the leased premises and improvements thereon result-
24 ing from fire, lightening, vandalism, malicious mischief, riot
25 and civil commotion. Landlord shall be named as an additional
26 insured under the policy or policies of insurance. In addition,
27 Tenant, at its cost, shall keep or cause to be kept public lia-
28 bility and property damage policies with a single combined

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1 liability limit of One Million Dollars (\$1,000,000) and property
2 damage limits of not less than Two Hundred Thousand Dollars
3 (\$200,000) insuring against all liability of Tenant and its
4 authorized representatives arising out of and in connection with
5 Tenant's use or occupancy of the leased premises. All public
6 liability insurance and property damage insurance shall contain
7 an endorsement requiring thirty (30) days' written notice from
8 the insurance company to Landlord before cancellation or change
9 in the coverage, scope, or amount of any policy. In addition,
10 all public liability insurance and property damage insurance
11 shall name Landlord, its boards, commissions, officers, and
12 employees as additional insureds. Tenant shall deliver or cause
13 to be delivered within thirty (30) days after date of execution
14 hereof by Landlord's City Manager a certified copy of said public
15 liability and property damage insurance and not less than thirty
16 (30) days before expiration of the term of said policy Tenant
17 shall deposit evidence that said policy has been renewed and
18 the premiums therefor paid.

19 10. INDEMNIFICATION: Tenant shall defend and hold
20 Landlord harmless from all damages arising out of any damage to
21 any person or property occurring in, on, or about the leased
22 premises.

23 11. DESTRUCTION: In the event of destruction or damage
24 to the leased premises or the improvements thereon by fire, earth-
25 quake, or other casualty or event so that they become wholly or
26 partially unusable, Tenant, at its option and cost, may do either
27 of the following:

28 a. Rebuild and repair the improvements so that

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1 they shall be restored to use, in which case
2 this Lease shall remain in force, or

3 b. Declare this Lease terminated.

4 In the event Tenant elects to terminate this Lease, Tenant, at
5 its cost, shall remove all of its improvements and restore the
6 leased premises to the condition in which they were at the
7 commencement of the term. Tenant shall makes its election
8 within forty-five (45) days from the date of the event causing
9 the damage. If Tenant elects to terminate this Lease, the
10 removal of improvements and the restoration of the leased
11 premises shall be accomplished within one hundred eighty (180)
12 days from the date of loss.

13 12. EMINENT DOMAIN: If the whole of the leased premises
14 or so much thereof as to render the remainder unusable for the
15 purposes contemplated, shall be taken under the power of eminent
16 domain, or sold to any governmental agency threatening to exercise
17 the power of eminent domain, then this Lease shall terminate. If
18 less than the whole of the leased premises shall be taken or
19 sold and the remainder is usable for the purposes intended, then
20 this Lease shall continue in force as to the remainder and the
21 parties waive the benefit of any law to the contrary. In such
22 event, there shall be no abatement of rent.

23 Any award made in eminent domain proceedings for the
24 taking or damaging of the leased premises or improvements thereon
25 in whole or in part, or any proceeds received from the sale
26 thereof, shall be paid to Landlord and distributed as follows:

27 a. Tenant shall receive a sum attributable to
28 Tenant's improvements, a sum attributable

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1 to severance damages, and a sum attributable
2 to loss of goodwill.

3 b. Landlord shall retain the balance of any award
4 or of the proceeds of sale.

5 13. ASSIGNMENT AND SUBLEASE: Tenant shall not sublet
6 the premises without Landlord's prior written consent. Tenant
7 shall have the right to assign this Lease and the leasehold
8 interest created hereby to any lender as security for the repay-
9 ment of a loan or loans obtained by Tenant for the purpose of
10 acquiring and/or making the improvements on the Development Site
11 pursuant to the provisions of the Disposition and Development
12 Agreement. In addition Tenant shall have the right to execute
13 and deliver to any lender holding a bona fide security interest
14 in this lease a deed in lieu of foreclosure. Both Tenant and
15 its Lender shall have the further right to assign this Lease
16 and the leasehold interest created hereby to a bona fide purchaser
17 of the Development Site and improvements thereon whether by a
18 voluntary sale by Tenant or at a foreclosure sale by lender.
19 In the event Tenant's lender should hereafter require a further
20 definition of the lender's rights under this Lease, the parties
21 agree to execute an amendment in writing to this Lease to in-
22 clude such further definition; provided however, any such
23 revision shall be consistent with the statutes referred to in
24 paragraph 2.a. above, and the Constitution of the State of
25 California. Tenant shall promptly deliver to City a copy of
26 any assignment or security instrument executed by it.

27 14. LIENS: Tenant shall pay or cause to be paid, when
28 due, all sums of money for any labor, services, materials,

1 supplies, or equipment alleged to have been furnished or to
2 be furnished to or for, in or upon the leased premises and
3 which may be secured by any mechanics', materialman's, or other
4 lien against the leased premises and/or Tenant's interest
5 therein, and shall cause each such lien to be fully discharged
6 and released.

7 15. TAXES: Tenant acknowledges and understands that
8 this Lease may create a possessory interest subject to property
9 taxation and Tenant may be liable for the payment of property
10 taxes levied on such possessory interest. Tenant agrees, at
11 its cost, to pay or cause to be paid, prior to delinquency,
12 except in contests made in good faith, all taxes, assessments,
13 and other governmental and district charge that may be levied
14 or assessed upon buildings, improvements, and property located
15 on the leased premises and upon the possessory interest created
16 by this Lease. Satisfactory evidence of such payments shall be
17 delivered to Landlord upon demand therefor.

18 16. QUIET ENJOYMENT: The parties agree that Tenant,
19 by keeping and performing the terms, covenants, and conditions
20 of this Lease, shall at all times during the term or any exten-
21 sion thereof, peaceably and quietly have, hold, and enjoy the
22 leased premises. Notwithstanding the foregoing, Landlord
23 reserves the right to impose such restrictions upon the use of
24 public streets and property adjacent to the leased premises
25 as Landlord deems reasonable and necessary for such times as
26 the annual Long Beach Grand Prix race is conducted.

27 17. USE: Tenant shall use the premises for vehicular
28 ingress to and egress from Tenant's parking structure adjacent

1 to the leased premises and for no other use without Landlord's
2 consent.

3 18. DEFAULT: If Tenant shall fail to pay any rental
4 payable hereunder within fifteen (15) days from the date such
5 rental is payable, or (b) shall fail to keep any such other
6 terms, covenants or conditions contained herein for a period
7 of twenty-five (25) days after written notice thereof from
8 Landlord to Tenant, or (c) shall abandon or vacate the premises,
9 or (d) Tenant's interest in this Lease or any part thereof shall
10 be assigned or transferred without the written consent of Land-
11 lord, either voluntarily or by operation of law, then and in any
12 such events Tenant shall be deemed to be in default hereunder.

13 If Tenant should, after notice of such default, fail
14 to remedy any default with all reasonable dispatch in not exceed-
15 ing thirty (30) days, then Landlord shall have the right, at its
16 option, without further demand or notice to terminate this Lease
17 and to re-enter the leased premises and eject all parties in
18 possession therefrom. On termination of this Lease, Landlord
19 shall have the right to receive from Tenant:

- 20 a. The worth, at the time of the award, of the
21 unpaid rent that has been earned at the time
22 of the termination of this Lease.
23 b. The worth, at the time of the award, of the
24 amount by which the unpaid rent that would
25 have been paid after the date of termination
26 of this Lease until the time of the award
27 exceeds the amount of the loss of rent that
28 Tenant proves could have been reasonably

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avoided.

- c. The worth, at the time of the award, of the amount by which the unpaid rent for a period of three (3) years after the time of the award or the balance of the term after the time of the award, whichever is less, exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
- d. Any other amount and court costs necessary to compensate Landlord for all detriment approximately caused by Tenant's default.
- e. "The worth, at the time of the award" as used in paragraphs a. and b. is to be computed by allowing interest at the rate of ten percent (10%) per year. "The worth, at the time of the award", as referred to in paragraph c. above is to be computed by discounting the amount in accordance with accepted financial practice at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%) per year.

19. EFFECT OF WAIVER OF DEFAULT: No consent or waiver express or implied by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty unless in writing signed by Landlord. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or remedy

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1 or be construed as a waiver. The receipt and acceptance by Land-
2 lord of delinquent rent shall not constitute a waiver of any other
3 default but shall constitute only a waiver of timely payments for
4 that particular rent payment involved.

5 20. MISCELLANEOUS PROVISIONS:

6 a. Notice: Any notice, demand, request, consent,
7 approval or communication that either party
8 desires or is required to give to the other
9 party shall be in writing addressed to the
10 other party at the addresses set forth below:

11 TO LANDLORD: City Manager, City Hall
12 333 W. Ocean Boulevard
13 Long Beach, California 90802

14 TO TENANT: GOLDEN SHORE PROFESSIONAL
15 BUILDING
16 5202 East Second Street
17 Long Beach, California 90803

18 with a copy to Tenant and Lender or such other
19 address as may have been specified by notifying
20 the other party of the change of address.

21 Notice shall be deemed served on the second
22 business day following the day of mailing if
23 mailed with the United States Postal Service,
24 by certified mail, return receipt requested.

25 All payments required under this Lease shall
26 be deemed sufficiently paid if made by check
27 collected on first presentation.

28 b. Consent and Approval: Except as otherwise
specifically provided herein, Landlord's con-
sent or approval of any act by Tenant requiring

1 Landlord's consent or approval shall not be
2 unreasonably withheld or delayed by Landlord
3 and if given shall not be deemed to waive or
4 render unnecessary Landlord's consent to, or
5 approval of, any subsequent act by Tenant.

6 c. Time of Essence: Time is of the essence of
7 each provision of this Lease.

8 d. Municipal Powers: Nothing contained in this
9 Lease shall be construed as a limitation upon
10 powers of Landlord as a chartered city of the
11 State of California.

12 e. Covenants and Conditions: All provisions
13 hereof expressed as either covenants or condi-
14 tions on the part of Tenant to be performed or
15 observed shall be deemed to be both covenants
16 and conditions.

17 f. Successors: This Lease shall be binding on
18 and inure to the benefit of the parties and
19 their successors except as may otherwise be
20 provided herein.

21 g. California Law: This Lease shall be construed
22 and interpreted in accordance with the laws of
23 the State of California. Tenant covenants and
24 agrees to submit to the personal jurisdiction
25 of any state court in the State of California
26 for any dispute, claim or matter arising out
27 of or related to this Lease.

28 h. Intergrated Agreement: This Lease contains

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1 or refers to all of the agreements of the
2 parties and cannot be amended or modified
3 except by written agreement.

4 i. Severability: The unenforceability, invalidity
5 or illegality of any provision shall not render
6 the other provisions unenforceable, invalid or
7 illegal.

8 j. Extraordinary Events: In any case where either
9 party hereto is required to do any act, delays
10 caused by or resulting from acts of God, war,
11 civil commotion, fire, flood, earthquake or
12 other casualty, strikes or other extraordinary
13 labor difficulties, shortages of labor or
14 materials or equipment in the ordinary course
15 of trade, government regulations or other
16 causes not reasonably within such party's con-
17 trol and not due to the fault or neglect of
18 such party shall not be counted in determining
19 the time during which such act shall be com-
20 pleted, whether such time be designated by a
21 fixed date, a fixed time or "a reasonable
22 time", and such time shall be deemed to be
23 extended by the period of such delay. Finan-
24 cial inability of either party shall not be
25 considered to be a circumstance or cause
26 beyond the reasonable control of that party.

27 k. Nondiscrimination: In the performance of this
28 Lease, Tenant shall not discriminate against

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any employee or applicant for employment because of race, color, religion, ancestry, or national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Tenant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

EXECUTED PURSUANT
TO SECTION 89 OF
THE CITY CHARTER.

CITY OF LONG BEACH, a municipal
corporation

Dated: October 25, 1979

By: Robert C. Creighton
Assistant City Manager
JOHN E. DEVER, City Manager

"LANDLORD"

GOLDEN SHORE PROFESSIONAL BUILDING,
a general partnership

Dated: OCT 18, 1979

By: George M. Murchison
GEORGE M. MURCHISON Managing
Partner

Dated: OCT 18, 1979

X By: [Signature]
KENT HEYL, Managing Partner

"TENANT"

TO 442 C
(Partnership)

TI

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On October 18, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE M. MURCHISON and KENT HEYL

known to me

to be managing ~~xxx~~ partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Kathy M. Freeman

KATHY M. FREEMAN

Name (Typed or Printed)



(This area for official notarial seal)

Approved as to form this 23rd day of October,

1979.

ROBERT W. PARKIN, City Attorney

By:

Einar C. Etnier

Deputy

Robert W. Parkin
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone 590-6061

CERTIFIED AS A TRUE AND CORRECT COPY

Shelba Powell
CITY CLERK OF THE CITY OF LONG BEACH
BY: Merran Wakagawa
DATE: DEC 10 1987 Deputy

ECP:jj:jw
10-16-79
T2

Beginning at the southeast corner of Parcel 1 of Tract No: 27757 as per map recorded in Book 820, pages 93 and 94 of Maps, in the office of the County Recorder of said County, said corner being the intersection of the westerly line of Golden Shore (formally Golden Avenue) and the northerly line of Seaside Way (formally Seaside Boulevard). Said point also being an angle point in the Compromise Tideland Boundary as described in Section 7, Chapter 138, page 20, Statutes of 1964, First Extraordinary Session, of said state. Thence S 00°00'35" E 54.48 feet along the southerly prolongation of the westerly line of Golden Shore and said Compromise Tideland Boundary to a point on a non-tangent curve concave northerly, having a radius 593.50 feet to which a radial bears S 06°00'33" W. Said curve being 2.00 feet northerly and concentric with the northerly line of Shoreline Drive as shown on said Tract 27757. Thence westerly along said curve 176.30 feet through a central angle of 17°01'11" to a point on the southerly line of said Parcel 1, Tract 27757. Said point being 8.83 feet easterly from the southwest corner of said Parcel 1. (Also being the southerly line of Parcel 2 of Parcel Map 7217 as per map recorded in Book 73, page 96 of Maps, in the office of the County Recorder, of said County and said Compromise Tideland Boundary). To which a radial bears S 23°01'44" W. Thence N 86°29'09" E 167.34 feet along said southerly line of Parcel 1 to the southeast corner of Parcel 2 of said Parcel Map 7217. Thence N 86°29'09" E 3.01 feet to the point of beginning.

Excepting an easement blanket in nature over that said portion, for access to, maintenance and repair of utilities.

EXHIBIT "B"

Recording Requested By And
When Recorded Mail To:

Jon W. McClintock
Chief Financial Officer
The Colton Company
2301 Campus Drive, Suite 200
Irvine, CA 92612

Assignment of Lease

GOLDEN SHORE PARTNERS, a California general partnership ("Assignor"), hereby assigns to Eleven Golden Shore, L.P., a California limited partnership ("Assignee"), all of Assignor's right, title and interest in and to that certain Lease dated October 25, 1979, between the City of Long Beach, Los Angeles County, California, as landlord and Golden Shore Professional Building, as tenant, covering that real property described in Exhibit A attached hereto and made a part hereof.

Dated: as of 1/23, 2006

GOLDEN SHORE PARTNERS,
a California general partnership

By: 

Name: Jon W. McClintock
Title: Chief Financial Officer

EXHIBIT A

(Legal Description)


Beginning at the southeast corner of Parcel I of Tract No. 27757 as per map recorded in Book 820, pages 93 and 94 of Maps, in the office of the County Recorder of said County, said corner being the intersection of the westerly line of Golden Shore (formally Golden Avenue) and the northerly line of Seaside Way (formally Seaside Boulevard). Said point also being an angle point in the Compromise Tideland Boundary as described in Section 7, Chapter 138, page 20, Statutes of 1964, first Extraordinary Session, of said state. Thence S 00° 00' 35" E 54.48 feet along the southerly prolongation of the westerly line of Golden Shore and said Compromise Tideland Boundary to a point on a non-tangent curve concave northerly, having a radius 593.50 feet to which a radial bears S 06° 00' 33" W. Said curve being 2.00 feet northerly and concentric with the northerly line of Shoreline Drive shown as said Tract 27757. Thence westerly along said curve 176.30 feet through a central angle of 17° 01' 11" to a point on the southerly line of said Parcel I, Tract 27757. Said point being 8.83 feet easterly from the southwest corner of said Parcel 1. (Also being the southerly line of Parcel 2 of Parcel Map 7217 as per map recorded in Book 73, page 96 of Maps, in the office of the County Recorder, of said County and said Compromise Tideland Boundary). To which a radial bears S 23° 01' 44" W. Thence N 86° 20' 09" E 167.34 feet along said southerly line of Parcel 1 to the southeast corner of Parcel 2 of said Parcel Map 7217. Thence N 86° 29' 09" E 3.01 feet to the point of beginning.

Excepting an easement blanket in nature over that said portion, for access to , maintenance and repair of utilities.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 01.23.07, 2006, before me, JF MORIN
a Notary Public in and for said County and State, personally appeared JOHN MCCLINTOCK
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 upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)
