

CONSENT OF CITY

Pursuant to Section 4.02 of the Lease, City hereby consents to the assignment by Assignor to Assignee and the forgoing assumption by Assignee, of the Assigned Lease referred to in the foregoing Assignment effective as of the Effective Date. This consent by City shall not be deemed a waiver of City's rights as provided in the Lease to consent to future assignments. All notices to Assignee sent under the Assigned Lease shall be sent to the address set forth above.

CITY

THE CITY OF SAN DIEGO, a municipal corporation

By: Jane E. Vickin
City Manager

APPROVED AS TO FORM

11/27/96

By: [Signature]

Title: Asst. Deputy City Attorney

ASSUMPTION

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the undersigned, Assignee, named in the foregoing Assignment hereby accepts the foregoing Assignment of the Assigned Lease and agrees as of the Effective Date, to keep, perform directly to City and be bound by all of the terms, covenants and conditions contained in said Assigned Lease on the part of the lessee therein to be kept and performed and to assume the obligations of lessee thereunder which first accrue or are to be performed or satisfied on or after the Effective Date, to all intents and purposes as though the undersigned Assignee were the original lessee thereunder.

ASSIGNEE

BORDIER'S NURSERY, INC., a
California corporation

By:

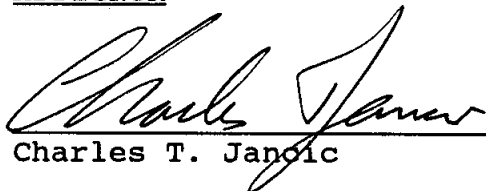

Title: President

LEASE ASSIGNMENT, ASSUMPTION AND CONSENT

ASSIGNMENT

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the undersigned, **CHARLES T. JANCIC**, an individual ("Assignor"), effective as of February 16, 1996 (the "Effective Date"), does hereby irrevocably transfer, convey and assign to **BORDIER'S NURSERY, INC.**, a California corporation ("Assignee") with an office located at 7231 Irvine Boulevard, Irvine, California 92714, all of its right, title and interest as lessee in and to Parcel 2 of the "leased premises" (as defined in the Lease) of that certain Flat Rate Lease dated December 15, 1986, between **THE CITY OF SAN DIEGO**, a municipal corporation ("City") as lessor and Assignor as lessee (Document No. RR-267334), as amended by that certain First Amendment to Lease Agreement dated December 7, 1987 (Document No. RR-269921) (collectively, the "Lease"), a copy of which was previously delivered to Assignee. Such Parcel 2 is comprised of approximately 170 acres of land (the "Parcel"). This assignment is subject to the agreement of Assignor and Assignee herein that with respect to Section 7.12 a. of the Lease, the use of the quantity of water described in that Section shall be allocated based on the number of acres contained in the Parcel. All of the rights, privileges, terms and conditions of the Lease applicable to Parcel 2 are hereby assigned to Assignee (the "Assigned Lease"). The rights, privileges, duties and obligations of Assignee under the Assigned Lease shall be separate and distinct from those of Assignor with respect to the remaining land retained by Assignor subject to the Lease and neither Assignor nor Assignee shall have any liability for any nonperformance of the duties and obligations of the other under the Lease.

ASSIGNOR


Charles T. Jancic