

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This Consent to Assignment and Assumption of Lease Agreement ("Consent") is made as of February 5, 2009, by the City of San Diego ("CITY"), as ("LESSOR") under that certain Percentage Lease Agreement entered into with RIJO ENTERPRISES, dated June 23, 1986 and filed in the Office of the City Clerk as Document No. RR-266057 ("LEASE"); which was first assigned to Mercury Street Investors, Ltd., a California limited partnership on May 21, 1987; and next assigned to Arnold Belinsky and Esther Belinsky, husband and wife, on February 10, 1988, to which assignment CITY consented on February 12, 1988, and which assignment and consent are filed in the Office of the City Clerk as Document C-02482, dated May 16, 1988; and last assigned to

**ARNOLD BELINSKY and ESTHER BELINSKY, TRUSTEES OF THE ARNOLD
BELINSKY AND ESTHER BELINSKY TRUST NO. 1, dated July 26, 1983**

("LESSEE"/"ASSIGNOR"),

**which assignment was made and consented to effective as of June 16, 1988, and which
assignment and consent were executed on December 10, 2002 and January 23, 2003,
respectively.**

CITY hereby consents to the assignment of the LEASE from ASSIGNOR to, and the assumption thereof by,

**MERCURY STREET ANNEX, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY ("ASSIGNEE").**

RECITALS

This Consent is made with regard to the following facts:

- A. CITY owns 1.7 acres of real property in the City of San Diego which CITY leases to LESSEE under the terms of the LEASE, as more particularly described in the EXHIBIT "A" Legal Description ("Premises"), which is attached hereto and by this reference made a part hereof
- B. ASSIGNOR desires to assign to ASSIGNEE all of its rights, title, interests, and obligations as LESSEE in and to the LEASE pursuant to that certain Assignment and Assumption of Lease Agreement ("Assignment"), a true and correct form of which is attached hereto as EXHIBIT "B" and by this reference made a part hereof.
- C. ASSIGNEE expressly agrees to assume all rights and obligations of the LEASE pursuant to the Assignment.
- D. ASSIGNOR and ASSIGNEE desire to obtain LESSOR's consent to the Assignment and LESSOR is willing to consent to the Assignment on the following terms and conditions.

NOW THEREFORE, the parties agree as follows.

1. Effective Date. Upon execution by CITY's Mayor or his designee, and approval as to form and legality by CITY's Attorney or his designee, the effective date of this Consent shall be the same as the effective date of the Assignment, which is defined as the date of recordation and filing in the Office of the County Recorder of San Diego County ("Effective Date").
2. Assumption. ASSIGNEE expressly assumes and agrees for the benefit of LESSOR to keep and perform all covenants, conditions and provisions of the LEASE which are applicable to the rights acquired and to be bound by, and to conform and comply with, every obligation of LESSEE under the LEASE as of, from and after the Effective Date. Notwithstanding the Assignment or LESSOR's Consent to the Assignment, ASSIGNOR will remain jointly and severally liable for the payment of rents and for the performance of all other obligations of ASSIGNOR under the Lease as of, from and after the Effective Date.
3. Subsequent Assignments; Recapture. This Consent does not constitute a consent to any subsequent assignment or subletting or any existing assignment or subletting not approved by LESSOR in writing under the terms of the LEASE and does not relieve ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the LESSOR under Section 4.02, Assignment and Subletting, of the LEASE to any future assignment or sublease.
4. Default Under the Lease. In the event of any default of ASSIGNEE under the LEASE, LESSOR may proceed directly against ASSIGNEE, ASSIGNOR, any guarantors, or anyone else liable under the LEASE without first exhausting LESSOR's remedies against any other person or entity liable under the LEASE to LESSOR.
5. General Provisions.
 - 5.1 Consideration for Assignment and Minimum Rent Adjustment. ASSIGNOR and ASSIGNEE represent and warrant that there are no payments or rent or any other consideration of any type which has been paid or is payable by ASSIGNEE to ASSIGNOR in connection with the Assignment of the Lease, other than as specifically disclosed to CITY by ASSIGNOR and ASSIGNEE herein.
 - 5.2 Brokerage Commission. ASSIGNOR and ASSIGNEE agree that LESSOR will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Assignment or this Consent. ASSIGNOR and ASSIGNEE will protect, indemnify and hold LESSOR harmless from any brokerage commission or finder's fee in connection with the consummation of the Assignment or this consent, and from any cost or expense (including attorney's fees) incurred by LESSOR in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 5.2 shall survive the expiration or earlier termination of both the Assignment and this Consent.
 - 5.3 Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

- 5.4 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.
- 5.5 Entire Agreement; Waiver. This Consent constitutes the final, complete and exclusive statement among the parties to this Consent pertaining to the terms of LESSOR's Consent to the Assignment, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that it modifies this Consent.
- 5.6 Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- 5.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the LEASE. In addition, the acceptance of rents by LESSOR from ASSIGNEE or any one else liable under the LEASE will not be deemed a waiver by the LESSOR of any provisions of the LEASE.

[SIGNATURES FOLLOW ON NEXT PAGE]

ASSIGNEE:

MERCURY STREET ANNEX LLC, a California
limited liability company

Date: January 29, 2009

By: Sheila Weinstock
Sheila Weinstock

Its: Manager

Address of ASSIGNEE: 13055 Seagrove St., San Diego, CA 92130

ASSIGNOR:

ARNOLD BELINSKY and ESTHER BELINSKY,
TRUSTEES OF THE ARNOLD BELINSKY AND
ESTHER BELINSKY TRUST NO. 1, DATED
JULY 26, 1983

Date: January 29, 2009

By: Arnold Belinsky
Arnold Belinsky, Trustee

Date: January 29, 2009

By: Esther Belinsky
Esther Belinsky, Trustee

Address of ASSIGNOR: 7609 Consolidated Way #200 San Diego, CA 92121

LESSOR:

THE CITY OF SAN DIEGO

Date: 2/5/09, 2009

By: James F. Barwick
James F. Barwick, CCIM
Its: Real Estate Assets Director

APPROVED as to form and legality the 9th day of February, 2009

JAN I. GOLDSMITH, CITY ATTORNEY

Date: 2/9/, 2008

By: Debra J. Bevier
Debra J. Bevier
Deputy City Attorney

EXHIBIT "A"

Legal Description

All that certain real property located in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

Parcel 1 of Parcel Map No. 13058, dated December 19, 1983, and recorded in the Office of the County Recorder of San Diego County as File No. 83-461162 of Official Records.

EXHIBIT "B"

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Harry J. Proctor, Esq.
Solomon Ward Seidenwurm & Smith LLP
401 "B" Street, Suite 1200
San Diego, California 92101

Space Above Line for Recorder's Use

"FORM OF"
ASSIGNMENT AND ASSUMPTION OF LEASE

This agreement is made between Arnold Belinsky and Esther Belinsky, Trustees of the Arnold Belinsky and Esther Belinsky Trust No. 1, dated July 26, 1983, hereinafter called "Assignor", and Mercury Street Annex, LLC, a California limited liability company, hereinafter called "Assignee".

Recitals

- A. The City of San Diego is the Lessor under that certain City of San Diego Percentage Lease (the "Lease"), by and between the City of San Diego and Rijo Enterprises, Inc., dated June 23, 1986 and recorded in the Official Records of San Diego County, California on August 12, 1987, as Instrument No. 87-455611, for the real property located at 4611 Mercury Street, San Diego, California, as legally described on Exhibit A attached hereto.
- B. Assignor, by virtue of prior assignments, is the current Lessee under the Lease.
- C. Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest as Lessee under the Lease.

THEREFORE, Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease described above. Assignee hereby accepts the assignment, and expressly assumes and agrees to perform and fulfill all the terms, covenants conditions and obligations required to be kept, performed and fulfilled by Assignor as Lessee thereunder.

[Signatures on Following Page]

Executed at San Diego, California, on _____, 2009.

ASSIGNOR:

ARNOLD BELINSKY AND ESTHER BELINSKY, TRUSTEES OF THE
ARNOLD BELINSKY AND ESTHER BELINSKY TRUST NO. 1,
DATED JULY 26, 1983

By: _____
Arnold Belinsky, Trustee

By: _____
Esther Belinsky, Trustee

ASSIGNEE:

MERCURY STREET ANNEX, LLC,
a California limited liability company

By: _____
Sheila Weinstock, its Manager

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The real property referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel A:

Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, excepting all buildings and improvements situated thereon.

Parcel B:

All buildings and improvements situated on Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, which buildings and improvements are and shall remain real property.



MAR 12, 2009 1:14 PM

RECORDING REQUESTED BY
STEWART TITLE OF CALIFORNIA

AND WHEN RECORDED MAIL TO:

Harry J. Proctor, Esq.

Solomon Ward Seidenwurm & Smith LLP

401 "B" Street, Suite 1200

San Diego, California 92101

4987

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 30.00 WAYS: 2

PAGES: 5

F8
5p
2w
T.O. 2259.49260

Space Above Line for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF LEASE

This agreement is made between Arnold Belinsky and Esther Belinsky, Trustees of the Arnold Belinsky and Esther Belinsky Trust No. 1, dated July 26, 1983, hereinafter called "Assignor", and Mercury Street Annex, LLC, a California limited liability company, hereinafter called "Assignee".

Recitals

A. The City of San Diego is the Lessor under that certain City of San Diego Percentage Lease (the "Lease"), by and between the City of San Diego and Rijo Enterprises, Inc., dated June 23, 1986 and recorded in the Official Records of San Diego County, California on August 12, 1987, as Instrument No. 87-455611, for the real property located at 4611 Mercury Street, San Diego, California, as legally described on Exhibit A attached hereto.

B. Assignor, by virtue of prior assignments, is the current Lessee under the Lease.

C. Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest as Lessee under the Lease.

THEREFORE, Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease described above. Assignee hereby accepts the assignment, and expressly assumes and agrees to perform and fulfill all the terms, covenants conditions and obligations required to be kept, performed and fulfilled by Assignor as Lessee thereunder.

[Signatures on Following Page]

4988

Executed at San Diego, California, on January 29, 2009.

ASSIGNOR:

ARNOLD BELINSKY AND ESTHER BELINSKY, TRUSTEES OF THE
ARNOLD BELINSKY AND ESTHER BELINSKY TRUST NO. 1,
DATED JULY 26, 1983

By: Arnold Belinsky
Arnold Belinsky, Trustee

By: Esther Belinsky
Esther Belinsky, Trustee

ASSIGNEE:

MERCURY STREET ANNEX, LLC,
a California limited liability company

By: Sheila Weinstock
Sheila Weinstock, its Manager

STATE OF CALIFORNIA

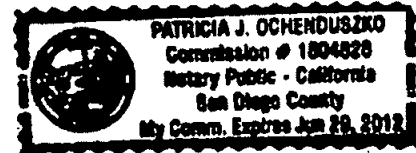
) ss
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COUNTY OF SAN DIEGO

On January 29, 2009, before me, Patricia J. Ochendusko, a Notary Public, personally appeared Arnold Belinsky, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Patricia J. Ochendusko
Notary Public
STATE OF CALIFORNIA

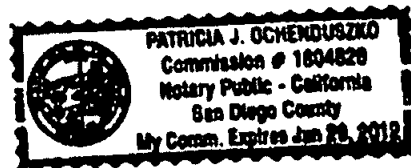
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COUNTY OF SAN DIEGO

On January 29, 2009, before me, Patricia J. Ochendusko, a Notary Public, personally appeared Esther Belinsky, who 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.

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WITNESS my hand and official seal.



Patricia J. Ochendusko
Notary Public

STATE OF CALIFORNIA

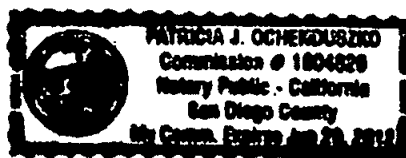
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COUNTY OF SAN DIEGO

On January 29, 2009, before me, Patricia J. Ochenduszek, a Notary Public, personally appeared Sheila Weinstock, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Patricia J. Ochenduszek
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel A:

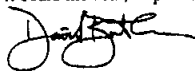
All buildings and improvements situated on Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, which buildings are and shall remain real property.

Parcel B:

Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, excepting all buildings and improvements situated thereon.



This is a true certified copy of the record
if it bears the seal, imprinted in purple ink


DAVID BUTLER
Assessor/Recorder/Clerk
San Diego County, California

MAY 20 2009

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Harry J. Proctor, Esq.

Solomon Ward Seidenwurm & Smith LLP

401 "B" Street, Suite 1200

San Diego, California 92101

Space Above Line for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF LEASE

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A. The City of San Diego is the Lessor under that certain City of San Diego Percentage Lease (the "Lease"), by and between the City of San Diego and Rijo Enterprises, Inc., dated June 23, 1986 and recorded in the Official Records of San Diego County, California on August 12, 1987, as Instrument No. 87-455611, for the real property located at 4611 Mercury Street, San Diego, California, as legally described on Exhibit A attached hereto.

B. Assignor, by virtue of prior assignments, is the current Lessee under the Lease.

C. Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest as Lessee under the Lease.

THEREFORE, Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease described above. Assignee hereby accepts the assignment, and expressly assumes and agrees to perform and fulfill all the terms, covenants conditions and obligations required to be kept, performed and fulfilled by Assignor as Lessee thereunder.

[Signatures on Following Page]

Executed at San Diego, California, on January 29, 2009.

ASSIGNOR:

ARNOLD BELINSKY AND ESTHER BELINSKY, TRUSTEES OF THE
ARNOLD BELINSKY AND ESTHER BELINSKY TRUST NO. 1,
DATED JULY 26, 1983

By: Arnold Belinsky
Arnold Belinsky, Trustee

By: Esther Belinsky
Esther Belinsky, Trustee

ASSIGNEE:

MERCURY STREET ANNEX, LLC,
a California limited liability company

By: Sheila Weinstock
Sheila Weinstock, its Manager

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss
)

On January 29, 2009, before me, Patricia J. Ochendusko, a Notary Public, personally appeared Arnold Belinsky, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia J. Ochendusko
Notary Public

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO



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WITNESS my hand and official seal.

Patricia J. Ochendusko
Notary Public

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

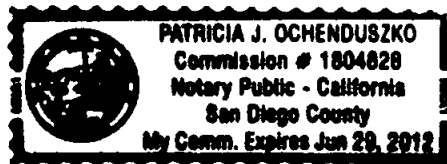
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On January 29, 2009, before me, Patricia J. Ochendusko, a Notary Public, personally appeared Sheila Weinstock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Patricia J. Ochendusko
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The real property referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel A:

Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, excepting all buildings and improvements situated thereon.

Parcel B:

All buildings and improvements situated on Parcel 1 of Parcel Map No. 13058, in the City of San Diego, County of San Diego, State of California, filed in the office of the county recorder of San Diego County, December 19, 1983 as File No. 83-461162 of Official Records, which buildings and improvements are and shall remain real property.

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This Consent to Assignment and Assumption of Lease Agreement ("Consent") is made as of June 16, 1988, by the City of San Diego ("CITY"), as ("LESSOR") under that certain Lease Agreement ("LEASE") entered into with RIJO ENTERPRISES, dated June 23, 1986 and filed in the Office of the City Clerk as Document 266057; and assigned to Mercury Street Investors, Ltd., a California limited partnership on May 21, 1987 and subsequently assigned to

ARNOLD BELINSKY and ESTHER BELINSKY ("LESSEE"/"ASSIGNOR"),
said assignment and consent is filed in the Office of the City Clerk
as Document C-02482, dated May 16, 1988.

CITY hereby consents to the Assignment and Assumption of the LEASE from ASSIGNOR to

ARNOLD BELINSKY and ESTHER BELINSKY, TRUSTEES OF THE ARNOLD
BELINSKY AND ESTHER BELINSKY TRUST NO. 1 ("ASSIGNEE")

RECITALS

This consent is made with regard to the following facts:

- A. ASSIGNOR desires to assign to ASSIGNEE all of its rights, title, interests, and obligations as LESSEE in and to the LEASE. The assignment of lease between ASSIGNOR and ASSIGNEE is attached hereto as Exhibit A.
- B. ASSIGNOR and ASSIGNEE desire to obtain LESSOR's consent to the Assignment and LESSOR is willing to consent to the Assignment on the following terms and conditions.

The parties agree as follows.

- 1 Assumption. ASSIGNEE expressly assumes and agrees for the benefit of the LESSOR to be bound by, and to conform and comply with, every obligation of LESSEE under the LEASE upon the effective date of the Assignment. Notwithstanding the Assignment or LESSOR's Consent to the Assignment, ASSIGNOR will remain jointly and severally liable for the payment of rents and for the performance of all other obligations of ASSIGNOR under the Lease from and after the effective date of this Consent.
- 2 Subsequent Assignments; Recapture. This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the LESSOR under Section 4.02 Assignment and Subletting, of the LEASE to any future assignment or sublease.
- 3 Default Under the Lease. In the event of any default of ASSIGNEE under the LEASE, LESSOR may proceed directly against ASSIGNEE, any guarantors, or anyone else liable under the LEASE without first exhausting LESSOR's remedies against any other person or entity liable under the LEASE to LESSOR.

4 General Provisions.

- 4.1 Consideration for Assignment. ASSIGNOR and ASSIGNEE represent and warrant that there are no additional payments or rent or any other consideration of any type which has been paid or is payable by ASSIGNEE to ASSIGNOR in connection with the Assignment or the Premises, other than as specifically disclosed to CITY by ASSIGNOR and ASSIGNEE herein.
- 4.2 Brokerage Commission. ASSIGNOR and ASSIGNEE agree that LESSOR will not be liable for any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent. ASSIGNOR and ASSIGNEE will protect, indemnify and hold LESSOR harmless from any brokerage commission or finders fee in connection with the consummation of the Assignment or this consent, and from any cost or expense (including attorney's fees) incurred by LESSOR in resisting any claim for any such brokerage commission or finders fee. The provisions of this Section 4.2 shall survive the expiration or earlier termination of both the Assignment and this Consent.
- 4.3 Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.
- 4.4 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.
- 4.5 Entire Agreement; Waiver. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of the LESSOR's Consent to the Assignment, supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that it modifies this Consent.
- 4.6 Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- 4.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the LEASE. In addition, the acceptance of rents by LESSOR from ASSIGNEE or anyone else liable under the LEASE will not be deemed a waiver by the LESSOR of any provisions of the LEASE.
- 4.8 Notice. Any notice required or permitted to be given shall be done so in accordance with Section 7.01 of the LEASE.

ASSIGNEE:

ARNOLD BELINSKY and ESTHER BELINSKY,
TRUSTEES OF THE ARNOLD BELINSKY AND
ESTHER BELINSKY TRUST, NO. 1

Date: 12-10, 2002

By: Arnold Belinsky

Date: 12-10, 2002

By: Esther Belinsky

Address of ASSIGNEE: _____

ASSIGNOR:

ARNOLD BELINSKY and ESTHER BELINSKY

Date: 12-10, 2002

By: Arnold Belinsky

Date: 12-10, 2002

By: Esther Belinsky

Address of ASSIGNOR: _____

THE CITY OF SAN DIEGO, LESSOR:

Date: 1-23, 200~~2~~³

By: Tim C. Rothans

for the City Manager,
Deputy Real Estate Assets Director

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, CITY ATTORNEY

Date: 5-22, 200~~2~~³

By: Casey Gwinn

Deputy City Attorney

CEH/cdj

IAWPO\2002\Hargett\Consent to Arnold Belinsky and Esther Belinsky.wpd

EXHIBIT A

RECORDING REQUESTED BY AND:
WHEN RECORDED MAIL TO:

ASSIGNMENT OF LEASE

This agreement is made between Arnold and Esther Belinsky, hereinafter called "Assignors," and Arnold Belinsky and Esther Belinsky, Trustees of the Arnold Belinsky and Esther Belinsky Trust No. 1, dated July 26, 1983, hereinafter called "Assignee."

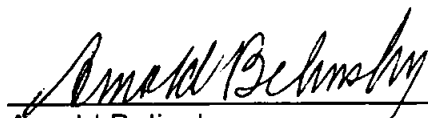
Recitals

- A. The City of San Diego is the Lessor under that City of San Diego Percentage Lease (the "Lease"), by the City of San Diego and Rijo Enterprises, Inc., and recorded August 12, 1987, for the land located at 4611 Mercury Street, San Diego, California;
- B. Assignors, by virtue of prior assignments, are the current Lessee under the Lease;
- C. The Assignors have previously executed an Individual Grant Deed, in which their interest under the Lease was granted to Assignee, which Deed was recorded in the County of San Diego on June 16, 1988;
- D. Assignors now wish to formalize their assignment of the Lease to Assignee, and Assignee wishes to accept the assignment thereof.

THEREFORE, Assignors hereby assign and transfer to Assignee all of their right, title and interest in and to the Lease described above. Assignee accepts the assignment, and expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignors as Lessee thereunder.

Executed at San Diego, California, on 12-10, 2002

ASSIGNORS:



Arnold Belinsky



Esther Belinsky

ASSIGNEES:

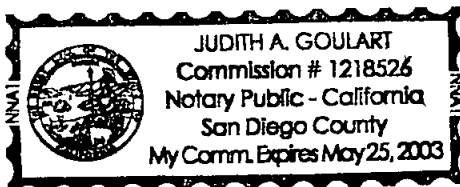
Arnold Belinsky
Arnold Belinsky, Trustee of the
Arnold Belinsky and Esther Belinsky
Trust No. 1, dated July 26, 1983

Esther Belinsky
Esther Belinsky, Trustee of the
Arnold Belinsky and Esther Belinsky
Trust No. 1, dated July 26, 1983

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On Dec 10, 2002, before me, Judith A. Goulart, a notary public
for the state, personally appeared Arnold Belinsky and Esther Belinsky, personally known
to me (~~or proved 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.



Judith A. Goulart
Notary Public

RECORDING REQUESTED BY

1899

88 288541

Attorney

AND WHEN RECORDED MAIL TO

Name: Arnold & Esther Belinsky
Address: 7069 Consolidated Way
City & State: San Diego, CA 92121

City & State

MAIL TAX STATEMENTS TO

Name: Arnold & Esther Belinsky-
Address: Co-Trustees
7069 Consolidated Way
City & State: San Diego, CA 92121

City & State

RF	4
AR	2
MG	1
UF	1
OC	1
TXPD	1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

C.S. NO. NIN0582
FO 1923 CA 12 001

Individual Grant Deed

A.B.N. 356-212-08
959000-20

(THIS FORM FURNISHED BY TITLE INSURERS)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ -0- change in manner of holding title only.
() computed on full value of property conveyed; or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area; (x) City of San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Arnold Belinsky and Esther Belinsky, husband and wife as community property

hereby GRANT(S) to:
Arnold Belinsky and Esther Belinsky as Co-Trustees of the Arnold Belinsky
and Esther Belinsky Trust No. 1
the following described real property in the city of San Diego
County of San Diego, State of California:

(1) All Grantor's rights, title and interest as Lessee under that City of
San Diego Percentage Lease (the "Lease") executed on April 21, 1986 by
Rijo Enterprises, Inc. and on June 23, 1986 by the City of San Diego
("lessor") including but not limited to any renewal options, causes of
action and all other rights pertaining to the Lease. The real property
which is the subject of the Lease (the "Property") is legally described in
Exhibit "A" attached to and made a part of this Deed.

(2) All rights, title and interest that Trustor may hereafter acquire in
the Property whether pursuant to the Lease or in any other manner.

Dated: May 25, 1988

STATE OF CALIFORNIA
COUNTY OF San Diego

On May 25, 1988 before
me, the undersigned a Notary Public in and for said State,
personally appeared Arnold Belinsky and
Esther Belinsky

personally known to me or proved to me on the basis of sat-
isfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged
that they executed the same.

WITNESS my hand and official seal

[Signature]
Notary Public

[Signature]
Arnold Belinsky
[Signature]
Esther Belinsky

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1900

LEGAL DESCRIPTION OF PREMISES

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A

ALL BUILDINGS AND IMPROVEMENTS SITUATED ON PARCEL 1 OF PARCEL MAP NO. 13058, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 19, 1983 AS FILE NO. 83-461162 OF OFFICIAL RECORDS, WHICH BUILDINGS ARE AND SHALL REMAIN REAL PROPERTY.

PARCEL B

PARCEL 1 OF PARCEL MAP NO. 13058, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 19, 1983 AS FILE NO. 83-461162 OF OFFICIAL RECORDS, EXCEPTING ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON.

EXHIBIT A

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

CONSENT

The City of San Diego, Lessor under that certain "City of San Diego Percentage Lease" filed with the Office of the City Clerk, San Diego, California, on or about June 23, 1986 as Document No. RR-266057 (the "Master Ground Lease"), hereby consents to the assignment of the Master Ground Lease by Mercury Street Investors, Ltd., a California limited partnership ("Assignor"), to Arnold Belinsky and Esther Belinsky, husband and wife ("Assignees"), and the assumption thereof by Assignees upon the terms and conditions therein contained, and hereby releases Assignor and its general partners, Frank J. Sciacca and Rijo Enterprises, Inc., from all obligations thereunder arising on or after the effective date of said assignment. A true and correct copy of the form of the Assignment and Assumption Agreement to which the City of San Diego consents is attached as Exhibit A and by this reference made a part hereof. As of the date hereof, Assignor has complied with all of the terms, conditions and covenants of the Master Ground Lease on its part to be performed.

Rijo Enterprises, Inc. shall continue to provide property management for the leased premises notwithstanding the assignment to Arnold and Esther Belinsky. In the event Arnold and Esther Belinsky wish to name a successor property manager, they will submit the name and qualifications of the proposed successor to the City of San Diego for approval, which approval shall not be unreasonably withheld.

DOCUMENT NO. C 02482

FILED 161000

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT

The City of San Diego, Lessor under that certain "City of San Diego Percentage Lease" filed with the Office of the City Clerk, San Diego, California, on or about June 23, 1986 as Document No. RR-266057 (the "Master Ground Lease"), hereby consents to the assignment of the Master Ground Lease by Mercury Street Investors, Ltd., a California limited partnership ("Assignor"), to Arnold Belinsky and Esther Belinsky, husband and wife ("Assignees"), and the assumption thereof by Assignees upon the terms and conditions therein contained, and hereby releases Assignor and its general partners, Frank J. Sciacca and Richard C. Dentt, from all obligations thereunder arising on or after the effective date of said assignment. A true and correct copy of the form of the Assignment and Assumption Agreement to which the City of San Diego consents is attached as Exhibit A and by this reference made a part hereof. As of the date hereof, Assignor has complied with all of the terms, conditions and covenants of the Master Ground Lease on its part to be performed.

Richard C. Dentt shall continue to be responsible for the proper management and operation of the leased premises notwithstanding the assignment to Arnold and Esther Belinsky. In the event Arnold and Esther Belinsky wish to name a successor property manager, they will submit the name and qualifications of the proposed successor to the City of San Diego for approval, which approval shall not be unreasonably withheld.

Signed and acknowledged
in the presence of:

The City of San Diego

By: _____

Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1988, before me, the undersigned, a
notary public in and for said state, personally appeared
_____, personally known to me or proved to me
on the basis of satisfactory evidence to be the person who
executed the within instrument as _____ of the
City of San Diego, a duly authorized representative thereof,
who acknowledged that this Consent was signed by on behalf of
the City of San Diego as _____ free act and deed and as the
free act and deed of the City of San Diego.

WITNESS my hand and official seal.

Notary Public in and for Said
County and State

APPROVED as
to form by JOHN W. WITT, City Attorney

By: _____

Deputy City Attorney

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On February 12, 1988 before me, the undersigned, a Notary Public in and for
said State, personally appeared M. A. Stapleton known to me
to be the Deputy City Manager of
the City of San Diego and
known to me to be the person who executed the within instrument on behalf of said public
corporation, agency or political subdivision, and acknowledged to me that such public
corporation, agency, or political subdivision executed the same.

WITNESS my hand and official seal.

Signature

Lorna M. Murt

Lorna M. Murt

Name (Typed or Printed)



Recording Requested By:

MICHAEL J. MAHER

When Recorded, Mail To:

MICHAEL J. MAHER
SINGER & CRAWFORD,
A Professional Corporation
2437 Second Avenue
San Diego, California 92101

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, effective this _____ day of _____, 1988, by and between Mercury Street Investors, Ltd., a California Limited Partnership, as Assignor ("Assignor"), and Arnold Belinsky and Esther Belinsky, husband and wife, as Assignees ("Assignees");

WITNESSETH: THAT:

WHEREAS, Rijo Enterprises, Inc. ("Rijo"), as Lessee, entered into that certain "City of San Diego Percentage Lease" filed with the Office of the City Clerk, San Diego, California, on or about June 23, 1986 as Document No. RR-266057 (the "Master Ground Lease"); and

WHEREAS, as of May 21, 1987, Rijo assigned all of its right, title and interest as Lessee under, in and to the Master Ground Lease to Assignor, and Assignor accepted said assignment and assumed the obligation to keep, observe and perform all of the covenants, promises, conditions and agreements of Rijo contained in the Master Ground Lease; and

EXHIBIT A

WHEREAS, Assignor desires to assign, and Assignees desire to assume, all of Assignor's right, title and interest as Lessee under the Master Ground Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, set over and convey unto Assignees all the right, title and interest of Assignor under, in and to the Master Ground Lease, to have and to hold the same unto Assignees, their heirs, executors, administrators, successors and assigns, to and for their own use and behalf forever, and upon and subject to all of the terms and conditions of the Master Ground Lease.

2. Assignees hereby accept said assignment and transfer of all of the right, title and interest of Assignor under, in and to the Master Ground Lease and hereby assume and agree to keep and perform all of the covenants, promises, conditions and agreements of Assignor contained in the Master Ground Lease.

3. The assignment and assumption hereunder shall be effective as of the date first set forth above.

ASSIGNOR:

Mercury Street Investors, Ltd.

By: _____
Frank J. Sciacca
Title: General Partner

And By: Rijo Enterprises, Inc.
Title: General Partner

By: _____
Richard C. Dentt, President

ASSIGNEES:

Arnold Belinsky

Esther Belinsky

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Frank J. Sciacca, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a general partner of Mercury Street Investors, Ltd., the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.

Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Richard C. Dentt, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the president of Rijo Enterprises, Inc., a California corporation, which corporation is personally known to me or proved to me on the basis of satisfactory evidence to be a general partner of Mercury Street Investors, Ltd., a California limited partnership, who executed the within instrument on behalf of said corporation as such general partner of such limited partnership, and who acknowledged to me

that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors as such general partner of such limited partnership.

WITNESS my hand and official seal.

Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Arnold Belinsky, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Esther Belinsky, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for Said
County and State

2625A

2357

88-069079

RECORDED - REQUEST OF FIRST ALTERNATIVE 12/11/88

Recording Requested By:

MICHAEL J. MAHER

957006-20

AP#356-213-08

When Recorded, Mail To:

MICHAEL J. MAHER

SINGER & CRAWFORD,

A Professional Corporation

2437 Second Avenue

San Diego, California 92101

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.

1988 FEB 16 AM 8:00

VERA L. LYLE
COUNTY RECORDER

RF /
AR 5
MG 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, effective this 10th day of FEBRUARY, 1988, by and between Mercury Street Investors, Ltd., a California Limited Partnership, as Assignor ("Assignor"), and Arnold Belinsky and Esther Belinsky, husband and wife, as Assignees ("Assignees");

WITNESSETH; THAT:

WHEREAS, Rijo Enterprises, Inc. ("Rijo"), as Lessee, entered into that certain "City of San Diego Percentage Lease" filed with the Office of the City Clerk, San Diego, California, on or about June 23, 1986 as Document No. RR-266057 (the "Master Ground Lease"); and

WHEREAS, as of May 21, 1987, Rijo assigned all of its right, title and interest as Lessee under, in and to the Master Ground Lease to Assignor, and Assignor accepted said assignment and assumed the obligation to keep, observe and perform all of the covenants, promises, conditions and agreements of Rijo contained in the Master Ground Lease; and

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

WHEREAS, Assignor desires to assign, and Assignees desire to assume, all of Assignor's right, title and interest as Lessee under the Master Ground Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, set over and convey unto Assignees all the right, title and interest of Assignor under, in and to the Master Ground Lease, to have and to hold the same unto Assignees, their heirs, executors, administrators, successors and assigns, to and for their own use and behalf, forever, and upon and subject to all of the terms and conditions of the Master Ground Lease.

2. Assignees hereby accept said assignment and transfer of all of the right, title and interest of Assignor under, in and to the Master Ground Lease and hereby assume and agree to keep and perform all of the covenants, promises, conditions and agreements of Assignor contained in the Master Ground Lease.

3. The assignment and assumption hereunder shall be effective as of the date first set forth above.

ASSIGNOR:

Mercury Street Investors, Ltd.

By: Frank J. Sciacca

Frank J. Sciacca

Title: General Partner

And By: Rijo Enterprises, Inc.

Title: General Partner

By: Richard C. Dentt

Richard C. Dentt, President

2359

ASSIGNEES:

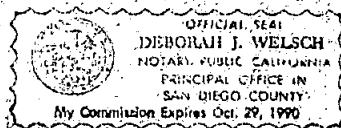
Arnold Belinsky
Arnold Belinsky

Esther Belinsky
Esther Belinsky

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On FEB 11, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Frank J. Sciacca, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a general partner of Mercury Street Investors, Ltd., the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

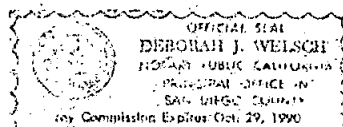
WITNESS my hand and official seal.



Deborah J. Welsch
Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

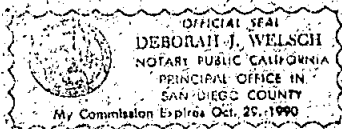
On FEB 11, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Richard C. Dentt, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the president of Rijo Enterprises, Inc., a California corporation, which corporation is personally known to me or proved to me on the basis of satisfactory evidence to be a general partner of Mercury Street Investors, Ltd., a California limited partnership, who executed the within instrument on behalf of said corporation as such general partner of such limited partnership, and who acknowledged to me



OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors as such general partner of such limited partnership.

WITNESS my hand and official seal.

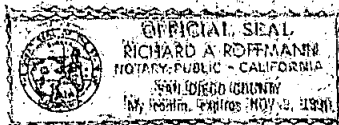


[Signature]
Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On 2/10/88, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Arnold Belinsky, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

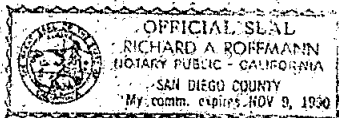


[Signature]
Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On 2/10/88, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Esther Belinsky, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for Said
County and State

2625A

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYF, RECORDER

2353

88-069078

RECORDED REQUEST OF FIRST ASSIGNMENT WITH US

Recording Requested By:

MICHAEL J. MAHER

959006-20

AP# 356-213-08

When Recorded, Mail To:

MICHAEL J. MAHER
SINGER & CRAWFORD,
A Professional Corporation
2437 Second Avenue
San Diego, California 92101

760-220-01

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.

1988 FEB 16 AM 8:00

VERA L. LYLE
COUNTY RECORDER

RE	6
AR	4
EC	7
UF	
OC	
TXPD	M.D.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Rijo Enterprises, Inc., a California corporation, with offices at 3838 Camino Del Rio North, Suite 300, San Diego, California 92108, and Mercury Street Investors, Ltd., a California limited partnership, with offices at 3838 Camino Del Rio North, Suite 300, San Diego, California 92108, the Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release and quitclaim to Arnold Belinsky, and Esther Belinsky, husband and wife, whose address is 7069 Consolidated Way, San Diego, California 92121, the following described real property in the City of San Diego, County of San Diego, State of California:

All improvements, including, without limitation, that certain concrete tilt-up shell building and related improvements constructed pursuant to and in accordance with that certain "Standard Form of Agreement Between Owner and Contractor" dated May 13, 1987, by and between Mercury Street Investors, Ltd., as Owner, and Nielson Construction Company, as Contractor, located on Parcel 1 of Parcel Map No. 13058,

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

2354

in the City of San Diego, County of San
Diego, State of California, filed in the
Office of the County Recorder of San Diego
County, December 19, 1983 as File
No. 83-461162 of Official Records.

IN WITNESS WHEREOF, Grantors have caused this instrument to
be executed and delivered this 11th day of February, 1988.

Signed and acknowledged
in the presence of:

R. Stuenkel, Attorney

GRANTORS:

Rijo Enterprises, Inc.

By: JD

Title: President

Mercury Street Investors, Ltd.

By: Frank J. Sciacca

Frank J. Sciacca
Title: General Partner

And By: Rijo Enterprises, Inc.
Title: General Partner

By: Richard C. Dentt

Richard C. Dentt, President

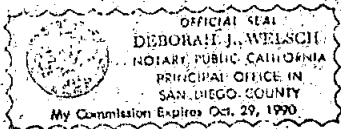
OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ss.

On FEB 11, 1988, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Richard C. Dentt, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the president of Rijo Enterprises, Inc., a California corporation, which is the corporation that executed the within instrument, who acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



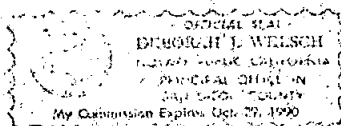
[Signature]
Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ss.

On FEB 11, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Frank J. Sciacca, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a general partner of Mercury Street Investors, Ltd., the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.



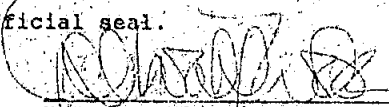
[Signature]
Notary Public in and for Said
County and State

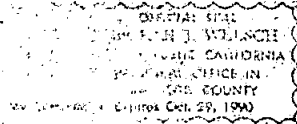
OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN DIEGO)

On FEB 11, 1988, before me, the undersigned, a notary public in and for said state, personally appeared Richard C. Dentt, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the president of Rijo Enterprises, Inc., a California corporation, which corporation is personally known to me or proved to me on the basis of satisfactory evidence to be a general partner of Mercury Street Investors, Ltd., a California limited partnership, who executed the within instrument on behalf of said corporation as such general partner of such limited partnership, and who acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors as such general partner of such limited partnership.

WITNESS my hand and official seal.


 Notary Public in and for Said
 County and State



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

California First Bank
7770 Clairemont Mesa Boulevard
San Diego, California 92111-0024

Attention: Vince Kingsley

**AGREEMENT FOR COLLATERAL
ASSIGNMENT OF LEASE BY DEED OF TRUST**

Recitals

A. Rijo Enterprises, Inc. acquired a leasehold interest in the real property (the "premises") commonly known as 4611 Mercury Street, San Diego, California and described in Exhibit A attached to and made a part of this Agreement pursuant to a Lease (the "Lease") which commenced on July 1, 1986.

B. The City of San Diego ("Lessor") is the owner of the premises and is the Lessor under the Lease.

C. The premises and Lease were transferred with Lessor's consent to Mercury Street Investors, Ltd., a California Limited Partnership, which now proposes to transfer the premises and the Lease to Arnold and Esther Belinsky, husband and wife ("Lessee").

D. Mercury Street Investors, Ltd., subleased portions of the premises to certain tenants, whose leases are described on Exhibit B. Lessor has either approved such subleases or satisfied itself that such subleases meet the criteria set out in section 4.02 of the Lease for subleases not requiring the approval of Lessor.

E. California First Bank ("Lender") proposes to make a loan to Lessee to pay part of the price to acquire the premises in the principal sum of \$1,912,500.00 to be secured in whole or part by a Collateral Assignment of the Lease by a Deed of Trust.

Agreement

In order to induce Lender to make the proposed loan, and in consideration of Lender making the loan, Lessor agrees as follows:

1. In accordance with section 4.03 of the Lease, Lessor hereby consents to the assignment by Lessee to the Lender of the Lease and the leasehold estate which Lessee

presently holds under the Lease, including but not limited to any renewal options and all other rights pertaining to the Lease. This assignment shall be effected by a Deed of Trust which will be recorded concurrently this Agreement in the Office of the County Recorder of San Diego County, California, by a supplementary Assignment of Lessee's Lease, and by an assignment of Lessee's interest in certain subleases, all of which are hereby approved by Lessor and are hereafter individually and collectively called the "Trust Deed."

2. Except as expressly provided herein, the Trust Deed, and all rights now or hereafter acquired thereunder by Lender, are and shall be subject and subordinate to each and all of the covenants, conditions and restrictions set forth in the Lease, and to all rights and interests of Lessor therein.

3. In the event of any conflict between the provisions of the Lease and the provisions of the Trust Deed, the provisions of the Lease shall control except as expressly provided herein.

4. Lessor's prior consent shall not be required for a transfer of the Lease at a foreclosure sale under the Trust Deed, but if a purchaser other than Lender (as to which prior consent is given as stated in the Lease) acquires the Lease at a foreclosure sale, Lessor shall thereafter have the right to approve or disapprove such purchaser. Lessor's approval of such purchaser, of any transferee from Lender, and of any purchase money encumbrance retained by Lender in connection with a transfer by Lender shall not be unreasonably withheld.

5. When Lender is a transferee under the provisions of section 4.03 of the Lease or paragraph 4 of this agreement, Lender shall be liable to perform the obligations of the Lessee under the Lease only so long as Lender is in possession of the premises.

6. Without limiting Lender's cure rights provided in the Lease, if Lessor has given Lender written notice of any default by Lessee under the Lease, and if such default is not curable by Lender or possession of the premises is reasonably required to cure the default, Lender shall cause the Trustee under the Trust Deed to commence proceedings to exercise the power of sale under the Trust Deed as provided by law within the cure period provided in the Lease. During the pendency of foreclosure proceedings, which shall be diligently prosecuted, Lessor will not terminate the Lease or reenter the premises, but may pursue any other remedies against Lessee which would not adversely affect Lender's ability to transfer the Lease. During the pendency of such foreclosure proceedings under the Trust Deed, Lender shall only be required to

keep and perform the covenants and conditions of the Lease requiring the payment of money. Upon completion of such foreclosure proceedings, Lender or the successful purchaser at any foreclosure sale, as the case may be, shall take possession of the Premises as promptly as possible and shall cure all defaults under the Lease not previously cured by payment of money, except those defaults that cannot by their nature be cured by any party other than Lessee, such as an "act of bankruptcy" as defined in section 16.1.5 of the Lease.

7. Lessor certifies to Lender as follows:

(a) As of the date of this agreement no default exists under any terms of the Lease, nor does any event or condition exist which would constitute a default except for the giving of notice or the lapse of a stated grace period.

(b) The premises have been completed in accordance with the General Development Plan provided in section 6.11 of the Lease and otherwise in compliance with the Lease, or any deviations from the General Development Plan and compliance with the Lease have been waived by Lessor. The General Development Plan has been fully performed, and Lessee has no further obligations thereunder.

(c) All rent due under the Lease has been paid up to and including January 1, 1988; as of the date of this agreement, the minimum monthly rent due under section 3.02(c) of the Lease is \$11,000.00; rent has not been paid for any period after the date up to which rent has been paid as here certified; and Lessee has not made any payment to Lessor as a security deposit.

(d) The Lease as signed by Lessor on June 23, 1986 has not been in any respect amended or supplemented except as to the transfers recited in the recitals to this agreement.

8. Lessor warrants that Lessor has title to the premises or such property rights therein as to make effective the vesting in Lessee, and in Lender as assignee for security, of all Lessee's rights under the Lease, and that, except as provided in paragraph D of the Recitals, Lessor has received no notice that Lessee has assigned, sublet or hypothecated Lessee's leasehold interest to any persons other than Lender.

9. The Lease shall not be terminated or materially changed or supplemented in any material way without Lender's prior written consent, and any change or supplement to which Lender does not consent shall not be binding on Lender or its interest in the Lease.

10. By this agreement Lessor does not in any way release Lessee from any obligation or liability to Lessor, as Lessee or otherwise, or consent to any further transfer, for security or otherwise, except as permitted herein.

11. This agreement and each of this provisions shall inure to the benefit of and be binding on the successors and assigns of Lender and Lessor.

Executed at San Diego, California on February 2, 1988.

LENDER:

CALIFORNIA FIRST BANK

By:

Vince D. Kingsley
Assistant Vice President
California First Bank
7770 Clairemont Mesa Blvd.
San Diego, CA 92111-0024

LESSOR:

THE CITY OF SAN DIEGO

By:

Name:
Title:

City Manager, Attention
Property Director
City Administration Bldg.
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

CONSENTED TO:

LESSEE:

Arnold Belinsky
Arnold Belinsky

Esther Belinsky
Esther Belinsky

State of _____

County of _____

} SS.

On this the _____ day of _____, 19____, before me,

the undersigned Notary Public, personally appeared _____

- ☐ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
_____ or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

Notary's Signature

7120 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91367

CORPORATE ACKNOWLEDGMENT

NO. 2

State of _____

County of _____

} SS.

On this the _____ day of _____, 19____, before me,

the undersigned Notary Public, personally appeared _____

- ☐ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
_____ or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

Notary's Signature

7120 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91367

Through the Courtesy of -
FIRST CENTENNIAL TITLE CO., INC.



Individual Acknowledgment

STATE OF CALIFORNIA

COUNTY OF _____

} SS.

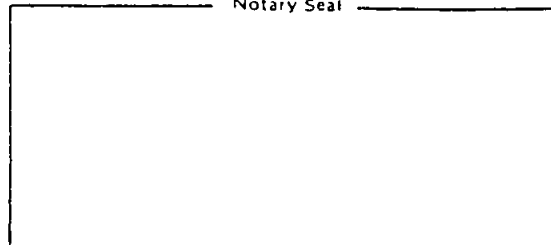
On _____ before me, the undersigned, a Notary Public in and for said
County and State, personally appeared _____

known to me to be the person _____ whose name _____ subscribed to the within instrument and
acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Notary Seal



10. By this agreement Lessor does not in any way release Lessee from any obligation or liability to Lessor, as Lessee or otherwise, or consent to any further transfer, for security or otherwise, except as permitted herein.

11. This agreement and each of this provisions shall inure to the benefit of and be binding on the successors and assigns of Lender and Lessor.

Executed at San Diego, California on February 2, 1988.

LENDER:

CALIFORNIA FIRST BANK

By:

Vince D. Kingsley
Assistant Vice President
California First Bank
7770 Clairemont Mesa Blvd.
San Diego, CA 92111-0024

LESSOR:

THE CITY OF SAN DIEGO

By:


Name: _____
Title: Deputy City Manager

City Manager, Attention
Property Director
City Administration Bldg.
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

CONSENTED TO:

CORPORATE ACKNOWLEDGMENT

NO. 202

State of _____ On this the _____ day of _____ 19____, before me,

CORPORATE ACKNOWLEDGMENT

NO. 202

State of _____ before me,

Individual Acknowledgment

STATE OF CALIFORNIA

COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Notary Seal

ration therein
uted it.

Through the Consent of -
FIRST CENTENNIAL TITLE CO., INC.



STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On February 12, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared M. A. Stapleton known to me to be the Deputy City Manager of the City of San Diego and known to me to be the person who executed the within instrument on behalf of said public corporation, agency or political subdivision, and acknowledged to me that such public corporation, agency, or political subdivision executed the same.

WITNESS my hand and official seal.

Signature

Lorna M. Murt
Lorna M. Murt

Name (Typed or Printed)



LEGAL DESCRIPTION OF PREMISES

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 13058, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 19, 1983 AS FILE NO. 83-461162 OF OFFICIAL RECORDS.

DESCRIPTION OF LEASES

<u>Tenant</u>	<u>Lease Date</u>	<u>Term</u>	<u>Premises</u>
Creative Blends, Inc.	9/25/87	60 months commencing 1/1/88	4611 Mercury Street, Suite E, San Diego, CA 92111
Thomas Joseph Studio I	7/23/87	120 months commencing 1/1/88	4611 Mercury Street, Suite A, San Diego, CA 92111
Waterbed Emporium, Inc.	8/13/87	60 months commencing 1/1/88	4611 Mercury Street, Suite G, San Diego, CA 92111
Jamlyn Enter- prises, Inc.	7/21/87	120 months commencing 1/1/88	4611 Mercury Street, Suite D, San Diego, CA 92111