

**CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT OF CONCESSION PERMIT**

Recitals

- A. THE CITY OF SAN DIEGO, a California municipal corporation ("City"), and HORNICK ENTERPRISES, LLC, a California limited liability company ("Hornick"), are parties to that certain CITY OF SAN DIEGO CONCESSION PERMIT dated as of October 1, 2009, and related to Hornick's use and occupancy of that certain City-owned real property located at 2702 North Mission Bay Drive, San Diego, California 92109, and otherwise described in the Permit. Under the Permit, Hornick is allowed to provide food and beverage services under the terms and conditions of the Permit.
- B. Hornick and MATTHEW S. RUSSO, an individual ("Russo"), have entered to that certain BUSINESS SALE AGREEMENT ("Sale Agreement") dated December 31, 2011, whereby Hornick intends to assign its rights and obligations under the Permit to Russo, and Russo intends to assume those rights and obligations (the "Assignment").

Consent

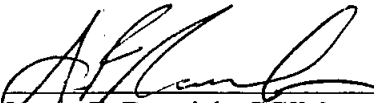
CITY hereby consents to Hornick's assignment of its rights and obligations under the Permit, provided all of the following conditions are and remain true throughout the term of the Permit:

- (a) The Sale Agreement is subject and subordinate to the Permit, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Sale Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Permit.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the date first set forth below.

Date: 2/8/12

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 
James F. Barwick, CCIM
Real Estate Assets Director

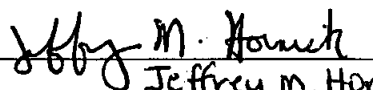
APPROVED AS TO FORM AND LEGALITY

JAN I. GOLDSMITH, City Attorney

BY: 
Name: Brock Ladewig
Title: Deputy City Attorney

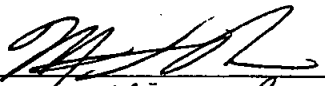
Acknowledged and agreed to by Hornick:

HORNICK ENTERPRISES, LLC, a
California limited liability company

BY:  2/8/12
Name: Jeffrey M. Hornick
Title: Owner/President

Acknowledged and agreed to by Russo:

MATTHEW S. RUSSO, an individual

BY: 
Name: Matthew Russo
Title: Owner

BUSINESS SALE AGREEMENT

Agreement made this 31st day of December, 2011 by and between Hornick Enterprises, LLC (doing business as Gameday Concessions) (hereinafter referred to as "Seller") and Matthew S. Russo (hereinafter referred to as the "Buyer").

Whereas the Seller desires to sell and the Buyer desires to buy the business of a certain food and beverage concession now being operated at Mission Bay Golf Course at 2702 North Mission Bay Dr. and known as Gameday Concessions and all assets thereof as contained in Schedule "A" attached hereto, the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures, furnishings and equipment is \$12,000.00 (Twelve Thousand Dollars) payable as follows: (a) \$6,000.00 (six thousand dollars) paid in cash; certified or bank checks, as the initial payment upon execution of this Agreement and concurrent with the passing of the executed Bill of Sale and Promissory Note; and (b) \$6,000.00 (six thousand dollars) to be paid by the attached Promissory Note of the Buyer to the Seller, bearing interest at the rate of 0 percent per annum provided all installments are paid timely with an option of the Buyer to prepay the entire outstanding obligation without penalty.
2. The property to be sold hereunder shall be conveyed by a standard form Bill of Sale, duly executed by the Seller.
3. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be sold hereunder, the same to be free and clear of all liens and encumbrances. Full possession of said property will be delivered in the same condition that it is now, reasonable wear and tear expected.
4. The parties mutually agree that the sale of assets specifically refers only to what is listed on the attached Schedule A and neither Seller nor Buyer has any belief, understanding or expectation that assets or property outside of what is specifically identified on the attached Schedule A is being transferred from Seller to Buyer as part of the sale and purchase of the subject business.
5. Consummation of the sale, with payment by the Buyer of the initial payment, the delivery by the Seller of a Bill of Sale, and the delivery by the Buyer of the executed Promissory Note will take place on or before 10:00 a.m. on the 31st of December, 2011.
6. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by Seller pending the discharges.
7. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.

8. Operating expenses of \$0.00 including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of the Bill of Sale.
9. If the Buyer fails to fulfill his obligations herein, all payments made hereunder by the Buyer shall be retained by the Seller as liquidated damages.
10. The Seller promises and agrees not to engage in the same type of business as the one being sold for five years from the time of passing, within a two miles radius of 2702 No. Mission Bay Drive.
11. The Seller agrees that this Agreement is contingent upon the following conditions:
(a) Buyer obtaining the approval from the proper authorities (City of San Diego, County of San Diego and/or State of California whichever is applicable) of the transfer of all necessary licenses and permits to the Buyer, including (i) the pending transfer of the existing liquor license issued to Seller for the conduct of the subject business and (ii) the pending transfer of the business permit currently existing as issued to Seller for the conduct of the subject Business, and (iii) If the City of San Diego moves forward with the demolition of the building formerly known as the "Clubhouse" at any time prior to July 10th, 2012, then the attached Promissory Note will be fully paid at the time of demolition and any payments due under said Note from the demolition date to July 10th, 2012 are waived and the Note will be considered satisfied provided there are no outstanding overdue payments from pre-demolition date remaining under the Note; and (b) the assets and property shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in.
12. Buyer and Seller hereby represent and warrant the following: a. Brokers. There has been no act or omission by Buyer or Seller which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.
13. Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants.
14. Typewritten or Handwritten Provisions: Hand-written provisions inserted in this contract and typewritten provisions initialed by both parties shall control over the typewritten provisions in conflict therewith.
15. Time of the Essence: Time and timely performance are of the essence of this contract and of the covenants and provisions hereunder
16. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

17. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

18. This contract shall not be valid and enforceable unless it is properly executed by Buyer and Seller and their initials affixed to each page of the exhibits attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.

SELLER:

Jeff M. Hornick

HORNICK ENTERPRISES, LLC by JEFFREY M. HORNICK

BUYER:

[Signature]