

DUPLICATE

ORIGINAL

File: (Legal side)

Logan Heights Family
Health etc.

101

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement entered into with

BEACH AREA COMMUNITY CLINIC

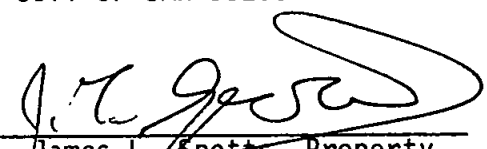
(LESSEE), dated March 1, 1989 and filed in the Office of the City Clerk as Document RR272726, hereby consents to the Assignment of that Lease Agreement to

LOGAN HEIGHTS FAMILY HEALTH CENTER

(ASSIGNEE), in accordance with the terms and conditions set out in the attached Assignment of Lease Agreement entered into by LESSEE and said ASSIGNEE, dated February 16, 1990 and in accordance with additional conditions as follows: (If none, type None.)

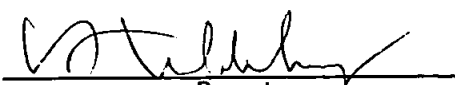
THE CITY OF SAN DIEGO

Dated 2/27/90

By 
James L. Spotts, Property
Director for the City Manager

APPROVED AS TO FORM AND LEGALITY THIS 27 DAY OF February,
1990.

JOHN W. WITT, City Attorney

By 
Deputy

JEH:st(43-1)
2-22-90

Attachment

DOCUMENT NO. 769731

FILED MAR 08 1990
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

ASSIGNMENT OF LEASE

This assignment ("Assignment") is executed as of February 28, 1990, by the undersigned parties with respect to the following facts:

A. Pursuant to a written lease (the "Lease") dated as of May 9, 1989 ("Lessor") leased to Beach Area Community Clinic, a nonprofit public benefit corporation ("Assignor"), certain real property (the "Premises") commonly known as 3690 Mission Boulevard, San Diego, California 92109.

B. The Assignment of the Lease is in consideration of Logan Heights Family Health Center's ("Assignee") assumption of payments on said Lease as of the effective date of this Assignment.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the date set forth below, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises.

2. Acceptance of Assignment. Assignee hereby accepts Assignor's assignment of Assignor's right, title and interest in and to the Lease and the Premises, and hereby assumes and agrees to perform promptly and fully all obligations of every nature whatsoever under the Lease.

3. Lessor's Consent. Lessor hereby waives Section 4.02 of the Lease to the extent that said provision would prevent assignment of this Lease to Logan Heights Family Health Center, and consents to the assignment of the Lease and the Premises to Assignee in the manner set forth herein. As of the effective date of this Assignment, Assignor shall have no further liability under the Lease.

4. Effective Date of Assignment. This Assignment shall be effective as of February 28, 1990.

IN WITNESS, WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

BEACH AREA COMMUNITY CLINIC

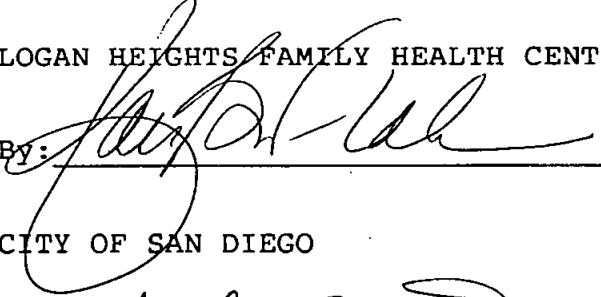
By: Ronald W. Lillenton

DOCUMENT NO. 769731-1

FILED MAR 08 1990
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

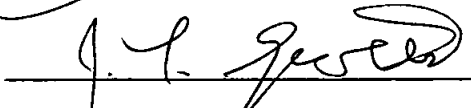
ASSIGNEE:

LOGAN HEIGHTS FAMILY HEALTH CENTER

By: 

LESSOR:

CITY OF SAN DIEGO

By: 
Property Director