

CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT AND AGREEMENT
[Presidio Hills Golf Course; 4136 Wallace Street]

THIS CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AND AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and GOLFQUEST MANAGEMENT GROUP, LLC ("ASSIGNOR"), and JUSTINE D. LEE, an individual, ("ASSIGNEE"), to be effective as of the date CITY executes this Consent (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY, as lessor, and ASSIGNOR, as lessee, are parties to that certain CITY OF SAN DIEGO LEASE AGREEMENT ("Lease") dated April 1, 1998, relating to certain CITY-owned real property commonly known as "Presidio Hills Golf Course" and located at 4136 Wallace Street, San Diego, California 92110, and more particularly described in the Lease.
- B. ASSIGNOR and JUSTINE D. LEE are parties to that certain AGREEMENT FOR THE ASSIGNMENT OF THE LEASE AND ASSET PURCHASE AGREEMENT dated August 16TH, 2010, relating to the purchase and sale of the Presidio Hills Golf Course.
- C. ASSIGNOR'S address for notices after the Effective Date will be:

**2524 LORING STREET
SAN DIEGO, CALIFORNIA 92109**

- D. ASSIGNEE'S address for notices after the Effective Date will be:

1294 Dawson Dr.
Chula Vista, CA 91911
11/01/2010

- E. Under the terms and conditions of this Consent, ASSIGNOR will assign the Lease to ASSIGNEE and CITY will consent to the assignment.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Lease Controls. This Consent shall be subject and subordinate to the Lease. In any conflict between the terms and conditions of this Consent and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.
- 2. Assignment & Assumption. ASSIGNOR hereby assigns all of its rights and obligations as "LESSEE" under the Lease to ASSIGNEE. ASSIGNEE hereby assumes all of ASSIGNOR'S rights and obligations as "LESSEE" under the Lease.

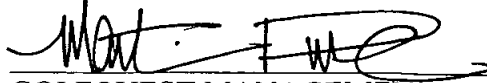
3. Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the foregoing assignment of LESSEE'S rights and obligations under the Lease.
4. Continuing Obligations. ASSIGNOR acknowledges that in the event of a default by the LESSEE under the Lease, CITY, as lessor under the Lease, may proceed directly against ASSIGNOR, ASSIGNEE, or any other person liable under the Lease without first exhausting CITY'S remedies against any of them.
5. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the granting of this Consent or the consummation of the assignment which is the subject of this Consent. ASSIGNOR and ASSIGNEE, and each of them, jointly and severally, shall protect, defend, indemnify and hold CITY harmless from and against any claim for any such brokerage commission or finder's fee, and from any cost or expense, including without limitation attorney fees, incurred by CITY as a direct or indirect result of any such claim for a brokerage commission or finder's fee.
6. Joint and Several Liability. If a party to this Consent is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of such party under this Consent.
7. Legal Proceedings. If any party brings an action or proceeding against another party under this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

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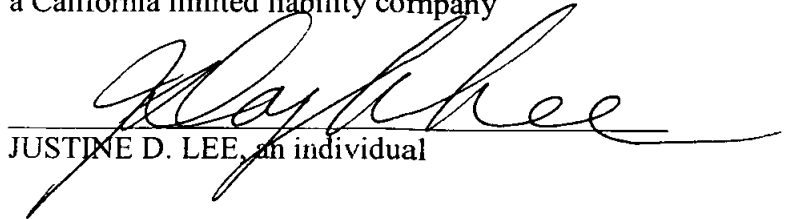
8. Controlling Law. The terms and provisions of this Consent shall be construed in accordance with, and shall be governed by, the laws of the State of California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: 9.23.2010

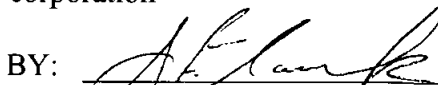

GOLFQUEST MANAGEMENT GROUP, LLC,
a California limited liability company

Date: 9/23/2010


JUSTINE D. LEE, an individual

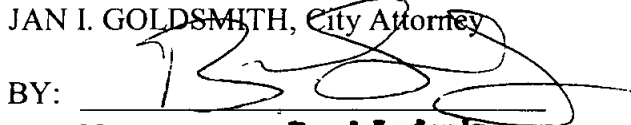
Date: 9/23/10

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**

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AGREEMENT FOR THE ASSIGNMENT OF LEASE

THIS AGREEMENT FOR THE ASSIGNMENT OF LEASE ("Assignment"), dated this ____ day of August 2010, ("Effective Date") between GOLFQUEST MANAGEMENT GROUP, LLC, a California limited liability company ("Assignor") and JUSTINE D. LEE, an individual, ("Assignee"), (also referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, on March 28, 2003, Assignor and the CITY OF SAN DIEGO (the "City") entered into that certain assignment of the Percentage Lease pertaining to Presidio Hills Golf Course on file with the City Clerk as Document No. RR-289685, dated February 2, 1998 (the "LEASE"), between Donna Abrego and the City; and

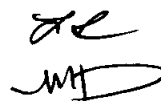
WHEREAS, Assignor now desires to assign all its right, title, interest and obligation in the Lease to Assignee and Assignee desires to accept all right, title, interest and obligation in the Lease from Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment and Assumption.** Assignor assigns and transfers to Assignee all its right, title, interest and obligation in the Lease, and Assignee accepts the Assignment and assumes and agrees to perform, from the date the Assignment becomes effective, as a direct obligation to the City, all the provisions of the Lease. Assignee acknowledges receipt of a copy of the Lease, the prior assignment and all other relevant documents that have been requested and has reviewed the Lease, prior assignment and related documents and has accepted all the terms thereof. The Assignment shall take effect on the Effective Date at which time the Assignor shall transfer to Assignee and Assignee shall accept, responsibility for the performance of all the terms and conditions of the Lease.

2. **Consideration for the Assignment.** In consideration of the assignment of the Lease to Assignee, Assignee shall pay to Assignor the sum of Twenty Thousand Dollars (\$20,000) (the "Purchase Price"). The Purchase Price shall be paid to Assignor upon Consent to this Assignment by the City.

3. **Assignee to Hold Assignor Harmless.** Assignor warrants that as of the Effective Date, there will be no uncured default under the underlying Lease. In the event Assignee should default under the terms of the Lease, Assignee shall indemnify and hold Assignor harmless from all damages resulting from the default. If, after the Effective Date, Assignee is in danger of default in its obligations under the Lease and Assignor fulfills any of Assignee's obligations in order to prevent Assignee from being in default, Assignee immediately shall reimburse Assignor



for the amount of any and all costs incurred by Assignor related to the prevention of the default, together with interest on those costs at the rate of twelve percent (12%) per annum, or the highest legal rate.

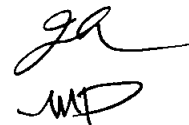
4. **Default of Lease.** In the event Assignee defaults under the Lease, Assignor shall have the right, but not the obligation, to re-assume the Lease on Assignee's behalf and Assignee shall hold Assignor harmless of Assignee's default. Upon consent to this Assignment by the City all remedies for any Default of the Lease shall be solely between the City and Assignee.

5. **Prepaid Security Deposit.** The Parties acknowledge that the City currently holds the sum of Ten Thousand Dollars (\$10,000) advanced by Assignor as required by the City as a security deposit to correct any breach or default of the Lease (the "Security Deposit"). Assignee releases all claims to the Security Deposit, and the Security Deposit shall be held by the City for the benefit of Assignor for a period of no longer than thirty (30) days, at which time the Security Deposit shall be returned to Assignor and Assignee shall have provided the City with a security deposit in its own name subject to the provisions of the Lease.

6. **Attorney's Fees.** If any Party commences an action against the other Party arising out of or in connection with the Assignment, the prevailing Party shall be entitled to recover from the losing Party all reasonable attorney's fees, costs of suit and related costs.

7. **Miscellaneous.** Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth in the introductory paragraph of this Assignment. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated with seventy-two (72) hours from the time of the mailing if mailed as provided in this paragraph. Venue for the resolution of any dispute shall be in San Diego County, California and the laws of California shall apply. This Assignment constitutes the only agreement between the Parties and is subject only to the approval of the City to the Assignment. Any modification shall be in writing and signed by the Parties.

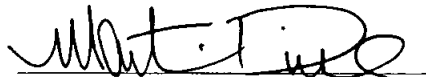
[SIGNATURES ARE ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

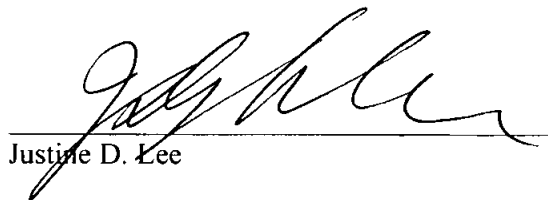
ASSIGNOR:

GOLFQUEST MANAGEMENT GROUP, LLC
a California limited liability company



Martin Dine, Manager

ASSIGNEE:



Justine D. Lee

APPROVAL FOR THE ASSIGNMENT

Lessor: City of San Diego

By: _____

Title: _____

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") dated this ____ day of August 2010, ("Effective Date") between GOLFQUEST MANAGEMENT GROUP, LLC, a California limited liability company ("Seller") and JUSTINE D. LEE, an individual, ("Buyer"), (also referred to individually as a "Party" and collectively as the "Parties")

RECITALS

Buyer desires to purchase, and Seller desires to sell, substantially all of Seller's assets, properties and rights in the business and operations known as Presidio Hills Golf Course and the URL www.presidiohillsgolf.com (the "Web Site" or "Site") and existing web site (the "Network"), including, but not limited to, items more specifically described on the attached Schedule of Assets, used by the Seller for the operation of the golf course (collectively, the "Business"), as herein described.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, agreements, representations, warranties, and covenants herein contained, the parties hereby agree as follows:

SECTION 1

1.1. Closing Date. The closing (the "Closing") of the transactions contemplated hereby shall be held at the offices of the Business on or before _____ 2010 or such other date as may be mutually agreed upon by the parties (the "Closing Date").

1.2. Sale of Assets. At the Closing, Seller shall sell to Buyer, free and clear of all security interests, encumbrances, restrictions on transfer, or adverse claims, and Buyer shall buy from Seller, all of Seller's right, title and interest in the assets used in the operation of the Business (the "Assets") including, without limitation, the following:

(a) Seller's entire right, title and interest in and to all the Assets on the attached Schedule of Assets;

(b) the Web Site currently accessible via the URL www.presidiohillsgolf.com;

(c) all of the business assets relating to or used in connection with the Business, any related documentation and user materials in Seller's possession, and Seller's rights under all related warranties that are delivered to Buyer at Closing;

(d) all of the trademarks, service marks, and trade names (including registrations, licenses, and applications to register pertaining thereto) used to identify the Business and/or its goods or services;



(e) all goodwill of the Business as a going concern; all goodwill associated with the trademarks, service marks and trade names relating to or used in connection with the Business

(f) Seller's entire right, title and interest in, to and under all contracts, agreements, licenses, permits, arrangements, permissions and other commitments and arrangements, oral or written, with any person or entity (including legal authorities) with respect to the Business; (subject to the terms of that Assignment of Lease Agreement between the Parties executed concurrently herewith)

The "Assets" referred to above are all contained in the attached Schedule of Assets attached hereto which sets forth a description of the tangible Assets which are being transferred pursuant to this Agreement, but is in no way intended to be the specific with regard to any assets that have been sold in the ordinary course of business between the time the Schedule of Assets was created and the Closing. Buyer understands he is buying the assets in the Business at the time of Closing, as is, where is and Seller makes no representation or warranty regarding the condition of any specific assets, it's fitness for a particular purpose or exact count, condition or number of such assets at the time of Closing.

1.3. No Liabilities or Obligations Assumed. Buyer shall not assume or be liable for any liabilities or obligations of either Seller, whether the same are direct or indirect, fixed, contingent or otherwise, known or unknown, whether arising under an agreement or contract or otherwise

1.4. Purchase Price; Payment.

(i) Purchase Price. The aggregate purchase price for the Assets (the "Purchase Price") shall be One Hundred Dollars (\$100.00) payable in cash or certified funds at Closing.

Representations and Warranties of Sellers

Seller hereby represents and warrants to Buyer that to the best of his knowledge, except as set forth on the Schedules hereto numbered to correspond to the sections below:

1.5. Power. Seller has the power and full authority to transfer to Buyer good and marketable title to the Assets, free and clear of any lien, encumbrance, adverse claim, or restriction on transfer except for the lease of the real property which is subject to the terms of a separate Assignment of Lease document between the Parties. This Agreement constitutes the valid and binding obligations of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws and by general principles of equity.

1.6. Seller's Financial Condition.

(a) Seller has no direct or indirect indebtedness, liabilities, claims, losses, damages, deficiencies, obligations or responsibilities,



liquidated or unliquidated, accrued, absolute, contingent, or otherwise which in any way encumber the Assets.

(b) In the last 12 months, Seller has not:

(i) suffered any change, event or condition that, in any case or in the aggregate, has had or could reasonably be expected to have a material adverse effect upon the Business or Seller's ability to consummate the transactions contemplated herein;

(ii) entered into any material transaction, contract or commitment relating to the Business in any manner; and

(iii) incurred or paid any liability or obligation not in the ordinary course of business, inconsistent with past custom and practice including as to quantity and frequency.

1.7. Tax Matters. Seller has, within the times and in the manner prescribed by law, filed all required tax returns, including sales and use tax returns, has paid or provided for all taxes, including sales and use tax owed by Seller, with respect to the Business, (whether or not shown on any tax return to be due and owing by it), has paid or provided for all deficiencies or other assessments of taxes, interest or penalties owed by it, and all such tax returns were correct and complete in all material respects. No taxing authority has asserted, or will successfully assert, any claim for the assessment of any additional taxes of any nature with respect to any periods covered by any such tax returns; and all taxes or other charges required to be withheld or collected by Seller, with respect to the Business, have been duly withheld or collected and, to the extent required, have been paid to the proper taxing Authority or properly segregated or deposited as required by law.

1.8. Compliance and Laws. Seller has in all material respects complied with, and is now in all material respects in compliance with, all laws, rules, regulations, orders, judgments and decrees of all Authorities applicable to the Business.

1.9. Litigation. There is no pending or, to the best knowledge of Seller threatened, adverse claim, dispute, governmental investigation, suit, action, arbitration, legal, administrative or other proceeding of any nature, domestic or foreign, criminal or civil, at law or in equity, by or against or otherwise affecting the Business or the Assets.

1.10. Tangible Property. Seller has good and marketable title to each item of tangible personal property that is an Asset, free and clear of all liens and other encumbrances, and each such item of tangible personal property but makes no representation or warranty as to any Asset's operating condition or state of repair or that it is useable in the ordinary course of business

1.11. Brokers or Finders. Seller has not incurred, nor will incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby. Seller shall indemnify and hold Buyer harmless with respect to any claim by any broker, agent, or finder claiming to have acted on behalf of such Seller, respecting the subject matter hereof.



SECTION 2

Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows, except as set forth on the Schedules numbered to correspond to the sections below:

2.1. Requisite Power. Buyer has all requisite corporate power to execute and deliver this Agreement and to carry out and perform its respective obligations under the terms of this Agreement and the Transaction Documents to which it is a party.

2.2. Authorization. All action on the part of Buyer necessary for the authorization, execution, delivery and performance of this Agreement and the Transaction Documents to which each is a party has been taken and remains in full force and effect. This Agreement constitutes, and the Transaction Documents to which each is a party will each constitute, the valid and binding obligation of Buyer enforceable against each of them in accordance with its terms.

2.3. No Conflict. The execution, delivery, and performance by Buyer of this Agreement and each Transaction Documents to which it is a party has not resulted and will not result in, nor will consummation of the transactions contemplated hereby or thereby result in, any material violation of, or conflict with, or constitute a default under, any of their respective charter documents or material agreements; and there exists no such violation or default that does or could materially and adversely affect the ability of Buyer to consummate its obligations hereunder.

2.4. Acceptance. At the time of Closing Buyer certifies that he has inspected, inventoried, accepted and approved all of the Assets.

2.5. Bulk Sales. Buyer understand and waives any requirement by Seller to comply with any Bulk Sales Laws regarding this transaction.

SECTION 3

Closing Documents/Actions

3.1. Sellers Deliveries. The obligation of Buyer to consummate the Closing shall be subject to the satisfaction or waiver by such party of the following additional conditions:

(a) Seller warrants that as of the Closing Date: (i) the representations and warranties of Seller shall be true and correct to the best of the knowledge of the Seller when made; and (ii) Seller shall have performed or complied with the agreements and covenants required to be performed or complied with by Seller under this Agreement as of or prior to the Closing Date;

(b) Seller shall have delivered to Buyer all the Assets; and

(c) all actions to be taken by Seller in connection with the consummation of the transactions contemplated hereby and all certificates,



opinions, instruments and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Buyer.

3.2. Buyer Deliveries. The obligation of Seller to consummate the Closing shall be subject to the satisfaction or waiver by such party of the following additional conditions:

- (a) Buyer shall have delivered the Purchase Price.

SECTION 4

Covenants

4.1 Post-Closing Covenants.

(a) From and after the Closing, Seller shall, at Buyer's expense, execute all such instruments or documents and take all such other actions as Buyer may reasonably request to effectuate the transactions contemplated hereby and will cooperating with Buyer to facilitate the transition of Business to Buyer. The first forty hours of transition services by Seller shall be without charge to Buyer. For each additional hour (with a one hour minimum), after the first forty hours Buyer shall reimburse Seller at the rate of \$185.00 per hour.

(b) Seller shall indemnify, defend and hold harmless Buyer, its officers, directors, employees, partners, members, shareholders, affiliates (and their officers, directors, employees, members, partners and shareholders), and agents (collectively, the "Buyer Indemnified Parties") from and against any action, loss, liability, damage, claim, fine, penalty, lien or expense, including legal costs, reasonable attorneys' fees, and expenses, (collectively, "Buyer Loss") to the extent the same arises out of (i) any breach by Seller of any representation, warranty, agreement, or covenant made by Seller herein or in any Transaction Document, (ii) any tax, including use or sales tax, for which Seller is or may be liable in respect of the conduct of the Business prior to the Closing, (iii) any claim arising out of or in connection with the conduct of the Business on or prior to the Closing Date alleging that all, or any portion of, the Business infringes any intellectual property right or other interest of any person or entity, and (iv) any obligation of Seller relating to the period prior to the Closing Date, whether the claim relating to such obligation arises before or after the Closing. Each Buyer Indemnified Party will give prompt notice to Seller of any claim or condition to which the foregoing indemnification covenant relates. At their election, Seller may control the defense of such claim, at its expense, but shall not settle any such claim without the consent of the respective Buyer Indemnified Party or Parties.

(c) Buyer shall indemnify, defend and hold harmless Seller from and against any action, loss, liability, damage, claim, fine, penalty, lien or expense, including legal costs, reasonable attorneys' fees, and



expenses, (collectively, "Seller Loss") to the extent the same arises out of (i) any breach by Buyer of any representation or warranty made by Buyer herein, (ii) any tax, including use or sales tax, for which Buyer or any of their respective shareholders, directors or officers is or may be liable in respect of the conduct of the Business after the Closing Date, and (iii) any claim arising out of or in connection with the conduct of the Business after the Closing Date. Seller will give prompt notice to Buyer of any claim or condition to which the foregoing indemnification covenant relates. At its election, Buyer may control the defense of such claim, at its expense, but shall not settle any such claim without the consent of the respective Seller Indemnified Party or Parties.

(d) Buyer shall use all reasonable efforts to preserve and retain the legal and other records of the Business that shall come into Buyer's possession as a result of the transactions contemplated hereby for a period of not less than three (3) years from the Closing Date and give reasonable access to Seller and its officers, and their auditors, counsel, and other representatives for the purpose of preparing or defending tax returns or for other reasonable business purposes.

(e) The amount of any Buyer Loss or Seller Loss (each, a "Loss") for which indemnification is provided under this Section 5 shall be net of any amounts recovered or recoverable by the indemnified party under insurance policies with respect to such loss and shall be (i) increased to take account of any net tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder (grossed up for such increase) and (ii) reduced to take account of any net tax benefit realized by the indemnified party arising from the incurrence or payment of any such Loss. In computing the amount of any such tax cost or tax benefit, the indemnified party shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified Loss.

(f) From and after the Closing, Seller shall execute all such instruments or documents and take all such other actions as Buyer may reasonably request to transfer to Buyer the domain names and URL addresses acquired hereunder.

(g) From and after the Closing, if any Seller becomes aware of any Asset in its possession that was not delivered to Buyer at Closing, including but not limited to any Asset described herein, Seller shall have the obligation to promptly notify Buyer of any such Asset, and to deliver any such Asset to Buyer in accordance with Buyer's reasonable instructions.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line.

Miscellaneous

4.2. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California . Venue for any dispute shall be San Diego County, California.

4.3. Survival. The representations and warranties made herein shall survive any investigation made by the parties and the Closing of the transactions contemplated hereby for a period of one (1) year after the Closing Date.

4.4. Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

4.5. Notices. Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed to that parties business address.

4.6. Waiver; Amendments. This Agreement and the accompanying Assignment of Lease of even date herewith; (i) sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

4.7. Counterparts. This Agreement may be signed in several counterparts.

4.8. Expenses. Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

4.9. Arbitration.

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be within [San Diego County], [California]. The award may be confirmed and enforced in any court of competent jurisdiction. The parties hereby agree that any federal or state court sitting in the County of San Diego in the State of California is a court of competent jurisdiction. This

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paragraph does not limit in any way a party's right to seek injunctive relief in any state or federal court sitting in the County of San Diego in the State of California (jurisdictional, venue and inconvenient forum objections to which are hereby waived by both parties), including recovery of fees and costs.

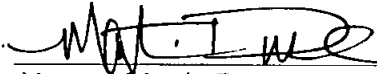
(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

4.10. Waiver of Jury Trial; Exemplary Damages. THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. No party shall be awarded punitive or other exemplary damages respecting any dispute arising under this Agreement or any Transaction Document contemplated hereby.

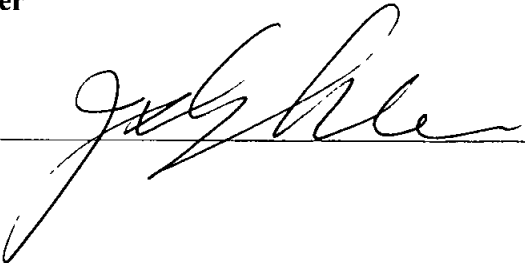
4.11. Transaction Documents. When used in this Agreement, the term "Transaction Documents" shall mean this Agreement and the Assignment of Lease.

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date first written above.

GOLFQUEST MANAGEMENT GROUP,
LLC, a California limited liability company

By: 
Name: Martin Dine
Title: Manager

Buyer

By: 

Presidio Hills Merchandise (August, 2010)

Item	Type	Number
<i>Golf Bags</i>		
	Cleveland Stand/Carry	1
	Ben Hogan Stand/Carry	1
	Ping Stand/Carry	5
	Ping Junior Stand/Carry	2
	Ping Soft Carry	2
	Ping Travel Cover	1
<i>Golf Clubs</i>		
	Ping Junior Sets	2
	US Kids Junior Sets-Red	1
	Junior Sets-Silver	1
	Junior Sets-Gold	2
	Junior Clubs- Misc	20
	Nomad Putters	14
	Nomad Iron Set	1
	Players Junior Clubs	17
	Austad's Junior Wedge	12
	Misc Manufacturers Misc new/Used Clubs	40
<i>Hats</i>		
	Ping Floppies	8
	Ping Knot w/Visor	6
	Ping Ladies Visor	16
	Ping Junior Hats	29
	Ping Visor-Men's	5
	Ping Hats	12
	Presidio Hills Logo Hats	21
<i>Gloves</i>		
	Allsoft	6
	Gripper	10
	Ping Ladies	8
	Ping Mens	10
	Sof Joy Mens	6
	Hj/USKids Junior	31
<i>Miscellaneous</i>		
	Mini Tote Bags zip tote bag	8
	Bag Saver shaft protector	4
	Stroke Maxxer	1
	Shoe Laces	5
	Tees 15-pack poly bags	100
		\$ -
Food/Dnnk		
Miscellaneous Soda	12oz Cans (Case)	13
Gatorade	20oz Bottles (Case)	6
Water	20oz Bottles (Case)	4
Snacks	Pre-Packaged Candy/Chips	66



CONFIDENTIAL

Presidio Hills Equipment (June 1, 2010)

Manufacturer Type

Golf Course Maintenance

Craftsman

Walk-Behind Mower Deck Mower

Club Car

Golf Cart

Diahsatsu

Utility Dump Truck

Echo

Blower Backpack Blower
2 Weed Eater Hand-held String-Trimmer

Jacobsen

Tri King Triplex riding mower
2 Greens Mowers Walk-Behind Greens Mower

Lesco

Verti-Seeder Self Propelled Slt Seeder

Toro

Groundsmaster 52 Rotary Deck Riding Mower
Groundsmaster 72 Rotary Deck Riding Mower
ReelMaster 216-D Triplex Riding Reel Mower
GreensMaster GM-III Triplex Riding Reel Mower

Miscellaneous

Wheelie II Greens Sprayer
PowerCraft Deck Mower
Bunton Triplex (Parts)
Street Vacuum Motorized Wheeled Vacuum
Air Compressor Electric Compressorw/tank
Misc Mower Parts etc

various hand tools rakes, shovels, wrenches, etc

\$ -

Clubhouse Equipment

Cooler
Freezer
Cash Register
Display Racks
Desk
Filing Cabinet
Book Shelves (Open)
Trinagular desk Return

