

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

COBBLESTONE GOLF GROUP, INC.
(successor in interest to CCA Silband Sports Corporation)

(LESSEE), executed by CITY on January 20, 1987, and filed in the Office of the City Clerk as Document RR-267288. The Asset Marketing Division of the City Real Estate Assets Department entered into written letter agreements with Cobblestone Golf Group, Inc. dated May 15, 1996, November 19, 1997 and January 5, 1998, respectively, which letter agreements indicate a new expiration date under the Lease Agreement of January 9, 2000. City hereby consents to the assignment of LESSEE'S tenancy, subject to the terms and conditions of the Lease Agreement, to

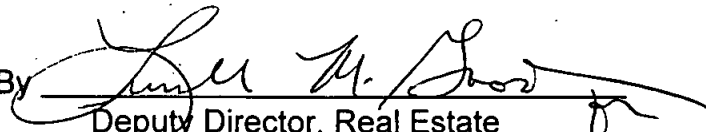
AMERICAN GOLF CORPORATION

(ASSIGNEE), in accordance with the terms and conditions set out in the attached Stock Purchase Agreement entered into between LESSEE and said ASSIGNEE, dated February 10, 1999.

CITY acknowledges that there are no defaults currently existing under the Lease Agreement.

THE CITY OF SAN DIEGO

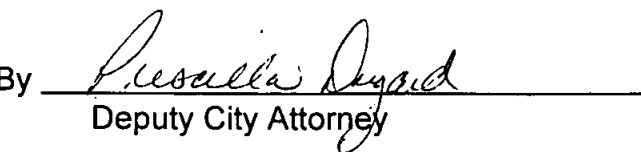
Date 3-29-99

By 
Deputy Director, Real Estate
Assets Department

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

Date March 29, 1999

By 
Deputy City Attorney

PTC:jmj
03/29/99

Attachment

STOCK PURCHASE AGREEMENT

dated as of February 10, 1999

by and among

Meditrust Corporation,
a Delaware corporation,

and

Meditrust Operating Company,
a Delaware corporation

and

Golf Acquisitions, L.L.C.,
a Delaware limited liability company

EXECUTION COPY

Continuation Certificate for Bonds which Definitely Expire

IN CONSIDERATION of the sum of ONE THOUSAND AND NO/100THS Dollars, (\$1,000.00) the Undersigned company hereby continues in force its CONTRACT PERFORMANCE & PAYMENT Bond number **3SM 694 217 00** in the amount of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) on behalf of COBBLESTONE GOLF GROUP, INC. and in favor of CITY OF SAN DIEGO, CA, as Obligee, for the period beginning at 12:01 a.m. of the 1ST day of JANUARY, 1999 standard time at the address of the Obligee above given, and ending at 12:01 a.m. of the 1ST day of JANUARY, 2000 standard time at the said address, subject to all covenants and conditions as set forth and expressed in said bond heretofore issued, effective on the 7TH day of JANUARY, 1987.

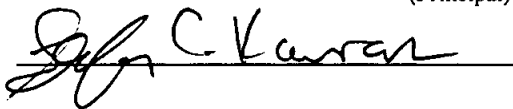
This Continuation Certificate is executed upon the express condition that the Undersigned company's liability under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount of said bond as hereinbefore set forth.

Current editions of forms will be substituted at each renewal date for the earlier editions if revised during the previous policy term, and if the company extends or renews the policy designated in the certificate.

SIGNED, SEALED, DATED: December 9, 1998

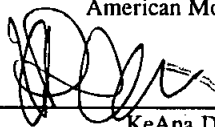
COBBLESTONE GOLF GROUP, INC.
(Principal)

By:



American Motorists Insurance Company
(Surety)

By:



KeAna D. Conrad, Attorney In Fact



DIRECT CORRESPONDENCE TO :

LOU JONES & ASSOCIATES, PO BOX 41375, 7470 N. FIGUEROA ST., LOS ANGELES, CA 90041
PHONE (323) 257-8291 • FAX (323) 256-7218

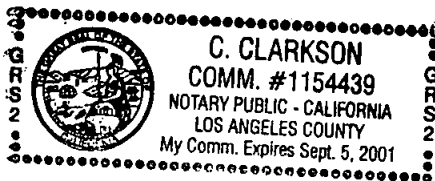
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On December 9, 1998 before me, C. Clarkson, Notary Public,
NAME, TITLE OF OFFICER

personally appeared KeAna D. Conrad
NAME OF SIGNER

☒ Personally known to me - OR - ☐ 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.



WITNESS my hand and official seal.

[Signature]
(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Bond(s)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
American Motorists Insurance Company

ABOVE

SIGNER OTHER THAN NAMED

Home Office: Long Grove, IL 60049

POWER OF ATTORNEY

Know All Men By These Presents:

That the American Motorists Insurance Company, (hereinafter called the "Company") a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint

KeAna D. Conrad of Los Angeles, California*****

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)*****

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31, 2001

This Power of Attorney is executed by authority of a resolution adopted by the Executive Committee of the Board of Directors of the Company on February 23, 1988 at Chicago, Illinois, a true and accurate copy of which are hereinafter set forth and is hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Board of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this September 20, 1995.

Attested and Certified:

Robert P. Hames

Robert P. Hames, Secretary



by

American Motorists Insurance Company

J. S. Kemper III

J. S. Kemper, III, Exec. Vice President

STATE OF ILLINOIS SS
COUNTY OF LAKE

I, Irene Klewer, a Notary Public, do hereby certify that J. S. Kemper, III and Robert P. Hames personally known to me to be the same persons whose names are respectively as Exec. Vice President and Secretary of the American Motorists Insurance Company, a Corporation organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.



My commission expires 1-28-98

A handwritten signature of Irene Klewer in cursive script.

Irene Klewer, Notary Public

CERTIFICATION

I, J.K. Conway, Corporate Secretary of the American Motorists Insurance Company, do hereby certify that the attached Power of Attorney dated September 20, 1995 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. S. Kemper, III and Robert P. Hames, who executed the Power of Attorney as Executive Vice President and Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Executive Vice President and Secretary of the American Motorists Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the American Motorists Insurance Company on this December 9, 19 98.



A handwritten signature of J. K. Conway in cursive script.

J. K. Conway, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



2600 Golf Course Dr.
San Diego , CA 92102
Ph. (619) 239-1660
Fax (619) 232-1870
Est . 1915

May 29, 1998

Re: Cobblestone Golf Group, Inc.
D.B.A. Balboa Park Golf Course
or Cobblestone Golf Group, Inc.

Dear Vendor:

As you may know, our parent company, Cobblestone Holdings, Inc., has agreed to merge with and into Meditrust Corporation. Meditrust is a paired shared real estate investment trust traded on the New York Stock Exchange, with a market capitalization in excess of \$4 billion.

As a result of the merger, Balboa Park Golf Course will be operating under the following corporation:

Cobblestone Enterprises of California, Inc.
FIN 33-0791156

The change will occur simultaneously with the completion of the merger transaction, which is expected to occur on May 29, 1998. Please make any necessary changes to your customer records to reflect this change as of that date.

Despite this change, Cobblestone's management team and operating philosophy will remain intact. This, coupled with Cobblestone's increased financial backing as a result of the merger, will allow us to maintain the high creditworthiness that you expect from us.

Also, attached is a form W-9. Please fill it out with your most recent information and return it to the address listed on the attached credit sheet.

Please do not hesitate to call if you have any questions.

Sincerely,

Balboa Park Golf Course

Cobblestone Enterprises of California

DBA Balboa Park Golf Course

2600 Golf Course Drive

San Diego, CA 92102

Phone: (619) 239-1660

Fax: (619) 232-1870

Contact: Mike Jory

Banking: Dina Canato

Bank of America

San Diego Commercial Banking Group 1450

Box 1631

San Diego, CA 92101

Phone: (619) 515-7535

Fax: (619) 515-7541

Bank Account #: 14503-07725

Resale #: SYFHB97219531-00006

Federal ID #: 33-0791156

References:

Club Car

Mr. Walter Palmer, National Accounts

P.O. Box 4658

Atlanta, GA 30917-4658

(800) 227-0739

Associates Leasing

Joanne Baxter

8801 Ridgpoint Drive

Irving, TX 75063-3117

(800) 421-0606

Jacobson Division of Textron

Wayne Whitehead

P.O. Box 71787

Chicago, IL 60694-1787

(414) 635-1255



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

CITY OF SAN DIEGO FAX: (619) 236-6706

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement entered into with

CCA/SILBAND SPORTS CORPORATION

("LESSEE"), as LESSEE, dated January 20, 1987 and filed in the Office of the City Clerk on December 15, 1986 as Document #RR-267288, hereby consents to the Assignment of that Lease Agreement to

Cobblestone Golf Group, Inc.

("ASSIGNEE"), as 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 MARCH 2, 1993, and subject to the following conditions:

1. All terms and conditions of the Lease Agreement shall remain in full force and effect and Assignee shall be bound thereby as if it were the original Lessee under the Lease.
2. Assignee shall at all times retain a competent manager to manage the day-to-day operation.
3. Assignee shall submit an insurance certificate in the name of Cobblestone Golf Group, Inc. for the amount of \$5,000,000.00 Combined Single Limit Liability and showing the City of San Diego as additional insured.
4. Assignee shall submit a Public Works Performance and Payment Bond in the amount of \$50,000.00 with a commencement date of January 1, 1993, thereby replacing the previous bond which expires on January 1, 1993.
5. Cobblestone Golf Group, Inc. shall be responsible for any past due percentage rents that may be determined by City audit from April 1, 1989 through December 31, 1992.
6. This consent to assignment shall be effective on January 1, 1993.

DOCUMENT NO. R-267288-3

FILED MAY 04 1993

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



DIVERSITY
BRINGS US ALL TOGETHER

CITY OF SAN DIEGO

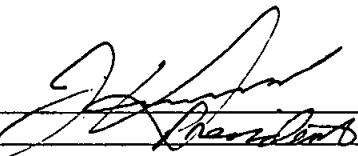
Dated 3/29/93

BY 
Property Director
for the
City Manager

APPROVED AND ACCEPTED:

Cobblestone Golf Group, Inc.

DATE 3/5/93

BY 
ITS President

CCA Silband GolfCorp

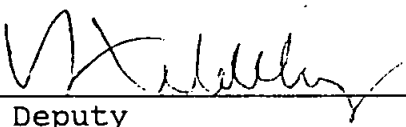
DATE 2/22/93

BY B. Michael Carroll
ITS SR. VICE PRESIDENT

APPROVED AS TO FORM:

John W. Witt, City Attorney

Dated 4/13/93

BY 
Deputy

NRS:nrs
12-14-92
attachment

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Katten, Munchin, Zavis & Weitzman
1999 Avenue Of The Stars, Suite 1400
Los Angeles, California 90067-6042
Attention: Javier R. Avitia, Esquire

ASSIGNMENT OF BALBOA PARK LEASE

CCA SILBAND/GOLFCORP, a California corporation, (the "Assignor"), whose address is 3030 LBJ Freeway, Suite 350, Dallas, Texas 75234, hereby assigns to COBBLESTONE GOLF GROUP, INC., a Delaware corporation (the "Assignee"), whose address is 15821 Ventura Boulevard, Suite 550, Encino, California 91436, all of Assignor's right, title and interest in and to that certain Percentage Lease Agreement (the "Lease") dated by the City of San Diego as lessor on January 20, 1987, and Assignor as lessee on December 26, 1986, relating to the property known as Balboa Park Municipal Golf Course located in the City of San Diego, County of San Diego, California, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and, subject to the exceptions set forth in Exhibit "B" attached hereto and incorporated herein by reference, Assignee hereby accepts such assignment and assumes the obligations of the lessee under the Lease arising during the period subsequent to the date of this Assignment of Lease.

Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and costs, originating or relating to the period prior to the date of the assignment of the Lease from Assignor to Assignee and arising out of the Assignor's obligations under the Lease. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and costs, originating or relating to the period on or after the date of the assignment of the Lease from Assignor to Assignee and arising out of the Assignee's obligations under the Lease.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Lease to be executed effective as of this 2nd day of March, 1993.

ASSIGNOR:

CCA Silband/GolfCorp

By: R. Michael Carroll

Name: R. Michael Carroll

Title: Sr. Vice President

ASSIGNEE:

Cobblestone Golf Group, Inc.

By: James A. Husband

Name: James A. Husband

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

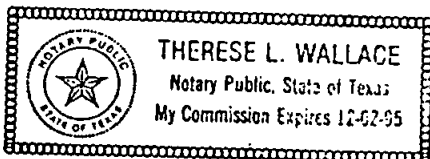
On March 2, 1993, before me, THERESE L. WALLACE, personally appeared R. MICHAEL CARROLL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Therese L. Wallace

(This area for official notarial seal)



ACKNOWLEDGMENT

STATE OF CALIFORNIA §
 §
COUNTY OF §

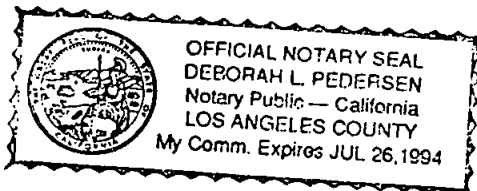
On March 16, 1993, before me, Deborah L. Pedersen, personally appeared James A. Hustana, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Deborah L. Pedersen

(This area for official notarial seal)



BALBOA PARK BILL OF SALE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCA SILBAND/GOLFCORP, a California corporation, successor-in-interest to CCA Silband Sports Corporation, a California corporation (the "Seller"), hereby conveys to COBBLESTONE GOLF GROUP, INC., a Delaware corporation (the "Purchaser"), all of the Seller's right, title and interest in and to those certain items of personal property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Personal Property") the listing of which Personal Property is accurate as of August 31, 1992, in connection with that certain Balboa Percentage Lease Agreement dated January 27, 1987, by the City of San Diego as lessor, and dated December 29, 1986, by Seller as lessee, relating to certain real property known as Balboa Park Municipal Golf Course and located in the City of San Diego, San Diego County, California.

Seller has not made and does not make any express or implied warranty or representation of any kind whatsoever with merchantability of the Personal Property or its fitness for any particular purpose; the design or condition of the Personal Property; the quality or capacity of the Personal Property; workmanship or compliance of the Personal Property with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement or latent defects. The Purchaser accepts the Personal Property on an "AS IS, WHERE IS" basis.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this instrument to be executed and delivered as of this 2nd day of March, 1993.

CCA Silband/GolfCorp

By: R. Michael Carroll
Name: R. Michael Carroll
Title: Sr. Vice President

Cobblestone Golf Group, Inc.

By: [Signature]
Name: James Silband
Title: President

EXHIBIT "A"

5 Gang Picker
Ballwasher
Preferred Card Equipment
52 Golf Carts
Cash Register
Miscellaneous Furniture and Equipment
Golf Shop Inventory