

[CITY CAFE; 202 "C" STREET]

RECITALS

- Page 1

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. Additional Consideration to City. ASSIGNOR and ASSIGNEE acknowledge that Lease section 6.3 Additional Consideration to CITY requires that certain consideration be paid to CITY as a result of the assignment which is the subject of this Consent.
5. 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.
6. 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 of finder’s fee.
7. 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.
8. 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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9. 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.

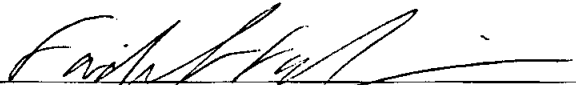
IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: _____

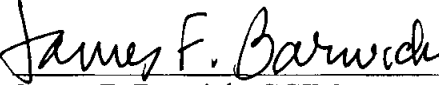
RICHARD J. GEORGE, an individual

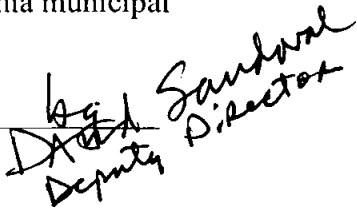
Date: _____

FARAIDOO TAVACKOLI, an individual

Date: _____

FARIDEH FARAHANI, an individual

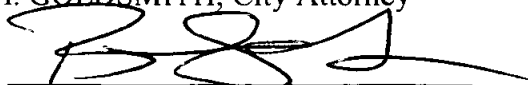
Date: 7/29/10
THE CITY OF SAN DIEGO, a California municipal corporation

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


David Sandoval
Deputy Director

Approved as to Form and Legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Name: BROCK LADEWIG
Title: Deputy City Attorney