

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

Alexander Construction and Home Inspection Inc.

AND

Downtown Johnny Brown's Inc.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into on November 28, 2005, by and between Alexander Construction and Home Inspection Inc. ("Buyer") and Downtown Johnny Brown's Inc. ("Seller").

Recitals

The Parties enter into this transaction on the terms and subject to any conditions set forth in this Agreement under which the Purchaser will purchase and the Seller will sell all of the assets of the business known as the "Downtown Johnny Brown's."

Agreement

Now, therefore, in consideration of the above premises the Parties hereby agree as follows:

ARTICLE 1 SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of Assets. Subject to the terms and conditions set forth in this Agreement, the Seller hereby sells, conveys, grants, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires, assumes, and accepts from Seller all of its respective rights, title and interest in and to the Assets included on Schedule A attached hereto.

1.2 Excluded Assets. Seller is not selling, conveying, granting, transferring, assigning or delivering to Purchaser any property, whether tangible or intangible, included in Schedule B attached hereto.

1.3 Closing. Closing shall be held at Mission Valley Escrow, San Diego, California, at noon, or at such other place as shall be mutually agreeable to the parties.

1.4 Purchaser's Obligations at Closing.

A. Purchaser shall deliver to Seller an executed copy of this Agreement;

B. Purchaser shall deliver the Purchase Price set forth in Article 2 of this Agreement minus any adjustments or amount to satisfy debts or obligations required to be paid by Seller prior to or at closing; and

C. Purchaser shall execute a copy of a Bill of Sale which shall be attached hereto as Schedule F; and

D. Any other such document as might be reasonably necessary to adequately close this Agreement.

1.5 Seller's Obligations at Closing.

- A. Seller shall deliver an executed copy of this Agreement to Purchaser;
- B. Seller shall execute a copy of a Bill of Sale which will be attached hereto as Schedule F;
- C. Seller shall provide the clearance certificates required under Article 5 of this Agreement and attached hereto as Schedule E; and
- D. Seller shall execute any other documents deemed reasonably necessary to close this transaction.

1.6 Conditions Precedent to Closing.

- A. Seller shall have met all the obligations and terms of Article 5 of this Agreement or made adequate provision for their completion;
- B. Purchaser shall have entered into an appropriate lease or assumed the existing lease with landlord for the use of the real property upon which the assets are located; and
- C. Seller shall have been released from any further obligation under any lease for the real property upon which the assets are located or have received adequate assurances, including estoppel, novation, or indemnification from the relevant parties to this Agreement.

1.7 Date of Closing

The Closing shall occur upon the later of (i) the close of business on December 31, 2005 or (ii) as soon thereafter as practicable following the satisfaction or waiver of all of the Conditions to Closing set forth in Article 1, Sections 1.5 and 1.6, and Article 5 of this Agreement and any other requirements or conditions set forth by the California Department of Alcoholic Beverage Control or other governmental entity. Buyer and Seller shall act in good faith with due diligence to meet the Closing Date.

**ARTICLE 2
PURCHASE PRICE**

2.1 Purchase Price.

- A. The total purchase price will be Four-Hundred and Fifty-Thousand Dollars (\$450,000).
- B. Buyer will make a Fifteen Thousand Dollar (\$15,000) earnest money deposit at the opening of escrow. If Buyer withdraws from this Agreement, without cause, prior to closing, the earnest money deposit will become non-refundable.

C. At closing, subject to the terms and conditions contained in this Agreement, Purchaser will pay to Seller Four-Hundred and Thirty Five Thousand Dollars (\$435,000) for a total purchase price of Four-Hundred and Fifty-Thousand Dollars (\$450,000).

2.2 Allocation of Purchase Price. The Purchase Price shall be allocated between and amongst the Assets in accordance with the Agreement of the Parties and attached as Schedule C hereto. Purchaser and Seller shall:

(1) prepare and file all tax returns, reports, and supporting schedules consistent with those allocations; and

(2) not claim or assert in any tax audit, review, examination, or litigation that the allocation of the Purchase Price is or should be different than or inconsistent with the allocation described upon Schedule C, except as might be required by applicable Governmental Law.

ARTICLE 3 ASSUMED LIABILITIES

3.1 No Liabilities to Be Assumed. The Purchaser shall not assume, succeed or inherit any of the liabilities of the Seller, other than the existing lease of the premises and lease of the awning at the front of Downtown Johnny Brown's.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants that:

4.1 Good Standing. The Seller is properly authorized to transact business in the City of San Diego and the State of California.

4.2 Authority. The Seller has full authority, power, and legal capacity to enter into this Agreement and to perform its respective duties, covenants, and obligations set forth in and contemplated by this Agreement.

4.3 Leased Real Property.

A. There are no pending, threatened, or, to the Seller's knowledge, anticipated proceedings to modify or amend any Governmental Law which affects the present, or could reasonably be determined to affect, the intended use of the Leased Property, including, without limitation, any condemnation or other governmental taking.

4.4 Environmental Representations. With the exception of cleaning materials and such other supplies customarily used in the restaurant industry in general, there has been no use by Seller, or any of Seller's agents during Seller's tenancy of Hazardous Materials on the premises of the leased property.

4.5 Tax Matters. Seller has complied with, filed and paid all relevant taxes relating to the operation of Downtown Johnny Brown's, including without limitation, sales and use taxes, relevant property taxes, income taxes, and City of San Diego business taxes.

4.6 Employee Matters.

A. There are no written or oral contracts with any employees or consultants of Seller which are not terminable by Seller on notice.

B. There are no pending, threatened or, to Seller's Knowledge, reasonably anticipated charges against the Seller under any applicable Governmental Laws pertaining to the employment or termination of labor, including, without limitation, the Occupational Safety and Health Act, the 1990 Immigration Act and the Immigration and Nationality Act, if applicable, and

those other acts relating to wages, hours, collective bargaining, equal employment opportunity and employment and labor in general, and to the payment of social security and similar taxes, and to the extent of any remedial orders issued under any applicable Governmental Law, Seller has fully complied therewith.

C. Nothing in this Agreement shall be construed as or confer upon any employee of Seller or former employee of Seller any right with respect to employment with Purchaser nor shall anything in this Agreement interfere with Purchaser's right to terminate the employment of any employee currently employed by Seller.

4.7 No Violations of Law. Seller has not received any notice of any claimed violation, and is not in violation, of any Governmental Law or Permit relating to or affecting Downtown Johnny Brown's, the Leased Property, the Assets, any ERISA Affiliate or any Employee Plan and, to Seller's knowledge, there is no basis for the allegation of such a violation.

4.8 Litigation.

A. Except as might otherwise be disclosed in Schedule D attached hereto, there is no proceeding, action, suit or Claim which is pending, threatened or, to Seller's knowledge, anticipated before any court, Governmental Authority, arbitrator or board of arbitrators to which Seller is or would be a party or which involves Downtown Johnny Brown's, the Assets, the Leased Real Property or any Seller's right to operate Downtown Johnny Brown's as conducted on and prior to the date of this Agreement.

B. There are no outstanding or anticipated judicial decisions, court approved settlements or agreements to which the Seller is a party or to which Downtown Johnny Brown's, any of the Assets or the Leased Real Property is subject which could reasonably be expected to prohibit, materially inhibit or restrict the operation of Downtown Johnny Brown's.

C. Seller is not aware of any basis or reason, except as may be disclosed in Schedule D attached hereto, for any proceeding, action, suit or Claim against Purchaser arising from or in connection with Purchaser's operation of Downtown Johnny Brown's or ownership or use of the Assets, including, without limitation, the Leased Real Property, on and after the date of this Agreement.

4.9 Insurance. Seller maintained adequate insurance during their respective period of ownership and operation of Downtown Johnny Brown's and their occupation of the premises.

4.10 Finder's Fees. Except as might have been previously disclosed, Seller has incurred no liabilities to any broker, finder, or agent for any brokerage fees, finder's fee, or commissions with respect to the transactions described in or contemplated by this Agreement.

4.11 Title to Assets.

A. Seller has good and marketable title to the Assets, free and clear of all Liens and other restrictions on transfer. Seller enjoys peaceful and quiet possession of the Assets pursuant to the

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Contracts and Permits under which the Downtown Johnny Brown
Assets comprise all of the Assets of any business
operation of the Downtown Johnny Brown

ed. The
and

B. The purchase of marketable
the trade name "Downtown Johnny Brown"
"Downtown Johnny Brown's" is not transferred
written consent of John Brown. Said contract
acknowledges that continued use of the
the continued operation of Downtown Johnny Brown
according to reasonable standards for a fair
"Downtown Johnny Brown's" by any subsequent
for continued use as set forth in this paragraph

4.11 B

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C. Prior to closing, the Buyer will
determine if the Personal Property is in good
the ordinary course of business and is fit for
the operation of Downtown Johnny Brown

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Seller of any Personal Property that is not in good working order, condition, and repair, and
Seller will have the opportunity to either repair said Personal Property, replace said Personal
Property, dispute Buyer's contention, or credit the Buyer the cost of mutually acceptable repair or
replacement.

None of the Personal Property or Assets of the Seller is held under a lease, with the exception of
the awning at the front of Downtown Johnny Brown's, or subject to a security agreement,
conditional sales contract, or other title retention or security agreement, or is located other than at
the Leased Real Property, except as has been previously disclosed and included on the Assets
Schedule. All inventory of the Seller is of good and standard quality, has not expired for use, and
consists of a quality and quantity useable or saleable in the ordinary course of business.

D. The Assets Schedule contains a true, correct, and complete list and description of all
equipment, owned or leased, by the Seller or otherwise pertaining to the operation of Downtown
Johnny Brown's and true, correct and complete copies of all personal property leases, if any,
pertaining to any leased equipment have been delivered to Purchaser.

ARTICLE 5 SELLER'S OBLIGATIONS BEFORE CLOSING

5.1 Seller's Obligations Prior to Closing. Purchaser's obligations under this Agreement shall
be contingent upon and not arise until Seller has completed all the obligations set forth in this
Article 5.

5.2 Payment of Compensation. Prior to or contemporaneously with the execution of this
Agreement, Seller shall have paid in full to each employee and independent contractor of

*
Downtown Johnny Brown's all compensation owed to e
contactor for periods through the date of this Agreement

5.4 How many days

5.3 Escrow Clearance Certificates. Prior to or conte
transaction, Seller shall provide Purchaser with Escrow
certificates issued by the Employment Development De
California and the State Board of Equalization ("SBE")
ten (10) days of closing that establishes Seller has no o
EDD or SBE or any other state agency that has the autl
Downtown Johnny Brown's, including but not limited
Internal Revenue Service ("IRS"), or City Treasurer. S
Schedule E.

5.4 Satisfaction of Existing Liabilities. Following
will timely pay or otherwise satisfy such Seller's respective
and other obligations relating to the operation of Downtown
use of the Assets prior to and as of the date of this Agreement.

5.5 Bulk Sales Law. The Parties each hereby agree to waive compliance with the provisions
of any Bulk Sales Law as they may be applicable to the transactions described in and
contemplated by this Agreement. Seller hereby agrees to pay and discharge promptly and
diligently when due or to contest or litigate all claims of creditors which could be asserted
against Purchaser or against the Assets by reason of such non-compliance. Upon receipt of
written notice from Purchaser of the existence of any such Claims, Seller shall promptly take all
necessary action to remove or cause to be removed any Lien which may be placed on any of the
Assets by a creditor of a Seller by reason of such non-compliance.

ARTICLE 6 SELLER'S OBLIGATIONS AFTER CLOSING

6.1 Seller's Obligations Following Closing. Following the closing of the transactions under
this Agreement, the Seller shall have the obligations set forth in this Article 6.

6.2 Employee Claims Arising Prior to Closing. Seller shall be solely responsible for all of its
respective employees' or former employees' claims with relation to, without limitation,
unemployment benefits, workers' compensation claims, personal injury claims and COBRA that
arose as a result of employment, actions or acts prior to the closing of escrow under this
Agreement, except by written agreement of the parties.

6.3 Indemnification By Seller. Seller shall defend, indemnify, and hold Purchaser harmless
of, from and against any and all Claims by third parties, incurred or sustained by the Purchaser
arising from or related to:

A. The operation of Downtown Johnny Brown's by Seller prior to and including the date
of this Agreement;

B. The Seller's ownership, possession, use, lease, license, or transfer of any of the Assets or the Leased Property on or prior to the date of this Agreement;

C. Any personal injuries or property damage sustained by any person or entity in connection with the operation of Downtown Johnny Brown's, whether or not at the Leased Property, on or prior to the date of this Agreement including without limitation, any personal injuries to any employee or former employee of Downtown Johnny Brown's.

D. Any tax, assessment or charge, including without limitation, penalties and interest, assessed by any Governmental Authority against Seller or Purchaser arising from or in connection with the ownership, possession, use, lease, or transfer of the Assets, the Leased Real Property, or the operation by Seller of Downtown Johnny Brown's, on or prior to the date of this Agreement;

E. The non-compliance with or violation by Seller of any applicable Governmental Laws, including without limitation, any Environmental Law, in connection with the operation of Downtown Johnny Brown's prior to the date of this agreement;

F. The actual or alleged breach or violation by Seller of any material provision or term of a Contract, Employee Plan, or other agreement or understanding with any third person or entity arising from or relating to the operation of Downtown Johnny Brown's prior to the date of this agreement; and

G. Any litigation, arbitration, or other dispute resolution proceeding pertaining to Seller, the Assets, Downtown Johnny Brown's or the operation of Downtown Johnny Brown's, or lease, use or occupancy of the Leased Real Property, regardless of whether any of the foregoing is described upon any Schedule to this Agreement, relating to the operation of Downtown Johnny Brown's prior to the date of this agreement.

6.4. Non-Compete. Sellers shall not own, operate, license or franchise any food and alcohol establishments within two (2) miles of Downtown Johnny Brown's, for a period of three (3) years from Closing. Sellers acknowledge that Purchaser is relying on this non-compete clause as a material inducement to consummate this transaction.

ARTICLE 7 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement, together with those documents relating to the same transaction that are referred to in this Agreement, is intended to be the final, complete, and exclusive statement of the terms of the Agreement between the Parties with regard to the subject matter of this Agreement. This Agreement supersedes all other prior agreements, communications, and statements, whether written or oral, express or implied, pertaining to that subject matter. This Agreement may not be contradicted by evidence of any prior or

contemporaneous statements or agreements, oral or written, and this Agreement may not be explained or supplemented by evidence of consistent additional terms.

7.2 Amendment; Waiver. This Agreement may not be amended or modified except in writing and signed by both parties. No waiver of any provision of this Agreement shall be deemed to waive, or shall, operate as a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

7.3 Severability. If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and of that provision shall remain in full force and effect as applied to other persons, places, and circumstances.

7.4 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

7.5 Section Headings. Section Heading and Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Unless the context requires otherwise, all references in this Agreement to paragraphs or Sections are to the sections of this Agreement.

7.6 Counterparts. This Agreement may be executed in one or more counterparts all of which together shall constitute one and the same instrument.

7.7 Notices. For purposes of this Agreement, notices and other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Purchaser:
Todd B. Alexander
2955 Curlew Street
San Diego, CA 92103

If to Sellers:
James McElroy
625 Broadway, Suite 1400
San Diego, CA 92101

7.8 Governing Law. The laws of the State of California shall govern disputes, claims and controversies relating to and arising under this Agreement and be used to construe the terms of this Agreement.

7.9 Venue. Unless agreed in writing by both parties, San Diego shall serve as venue for any arbitration or legal action arising out of or relating to this Agreement.

7.10 Arbitration. All controversies, claims or disputes arising out of or related to this Agreement or the matters contained in this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including, but not limited to, the question as to whether a matter is governed by this arbitration provision, not resolved amicably between the parties shall be settled by final and binding arbitration conducted by one (1) neutral arbitrator as agreed to by the Parties. The parties shall simultaneously exchange a list of three (3) retired or private judges and the Parties shall choose an arbitrator from among those named on the list. In the event the same name is listed on the lists submitted by both Parties, the Parties shall be deemed to have agreed upon that arbitrator and any and all such controversies, claims or disputes shall be submitted to that arbitrator. If two or all three of the names on each list are identical and there is no mutual agreement as to which one shall be chosen, the arbitrator will be chosen by random drawing from those names agreed upon. The governing law shall be as specified in Section 7.8 above.

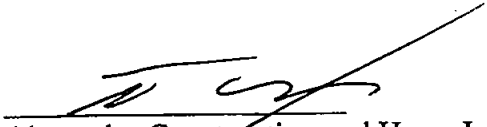
7.11 Adequate Disclosure. The Purchaser acknowledges that he has had the opportunity to review relevant and material facts with respect to this purchase of Assets and that, to the best of Purchaser's knowledge, the Seller has done nothing to withhold information that may have been requested by the Purchaser prior to the execution of this Agreement. All documents Requested by Purchaser have been provided to him by Seller including but not limited to the existing lease with the city, tax returns for the last three years, balance sheets and profit and loss statements provided by Seller's accountant.

7.12 Read And Understood. By signing below, the Parties acknowledge they have read and understood this Agreement and that it is a binding contract that effects their legal rights with respect to this transaction and that they have had the opportunity to consult with independent counsel prior to executing this Agreement if they have so desired.

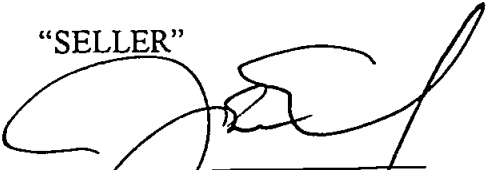
7.13 Attorneys' Fees. If any action or proceeding shall be commenced to enforce this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party, the reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth in the heading hereof.

"PURCHASER"


Alexander Construction and Home Inspection, Inc.

"SELLER"


Downtown Johnny Brown's Inc.

SCHEDULE A
SCHEDULE OF ASSETS TRANSFERRED

**SCHEDULE B
EXCLUDED ASSETS**

SCHEDULE C
ALLOCATION OF PURCHASE PRICE

Category	Purchase Price Allocation
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Inventory	
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Equipment and Furnishings	
------------------------------	--

Fixtures	
----------	--

Intangible Assets And Goodwill	
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**SCHEDULE D
LITIGATION**

**SCHEDULE E
CLEARANCE CERTIFICATES**

**SCHEDULE F
BILL OF SALE**

For Good and Valuable Consideration, the receipt and sufficiency of which is hereby recognized by Seller, Downtown Johnny Brown's Inc., Seller hereby sells, conveys, grants, transfers, assigns and delivers to Purchaser, its successors and assigns, all of each of Seller's right, title, and interest in and to those certain assets, personal property, and other rights, powers, and privileges of the Seller utilized in connection with their respective operation of that certain restaurant and bar located at 1220 Third Avenue, San Diego, California 92101 and known as "Downtown Johnny Brown's".

A. all machinery, equipment, furniture, fixtures, inventories, and all other items of tangible personal property owned by the Seller as of the date of this Bill of Sale and Asset Purchase Agreement and utilized in connection with the operation of Downtown Johnny Brown's, including without limitation, those assets and the property described upon the Assets Schedule; and

B. All of the Seller's goodwill and going concern value attendant to the operation of the Downtown Johnny Brown's

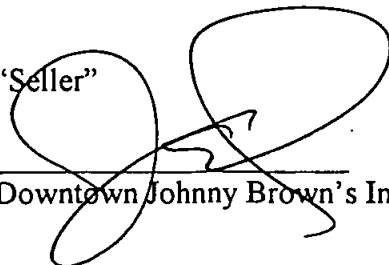
All of the above are hereinafter collectively referred to as the "Assets."

Seller represents and warrants to Purchaser that: (i) Seller has good and marketable title to the Assets, free and clear of all liens, claims, charges, liabilities, pledges, mortgages, security interests, encumbrances, or other rights or claims of any person or entity of any kind, nature, or description whatsoever; (ii) Seller has full power and authority to sell, convey, grant, transfer, assign, and deliver all of each such Seller's respective right, title and interest in the Assets to Purchaser; (iii) the Asset Purchase Agreement shall govern all other representations and warranties associated with the sale, conveyance, grant, transfer, assignment and delivery of the Assets by the Seller to Purchaser.

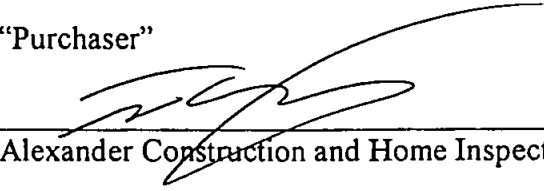
This Bill of Sale will be governed by the laws of the State of California.

Executed this 28th day of November, 2005.

"Seller"


Downtown Johnny Brown's Inc.

"Purchaser"


Alexander Construction and Home Inspection Inc.

ASSIGNMENT OF LEASE

Dated: November 28, 2005

FOR VALUE RECEIVED, I, the undersigned, DOWNTOWN JOHNNY BROWNS, INC., a California corporation does hereby assign, transfer and set over unto ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California corporation, all my right, title and interest in and to that certain lease dated _____ by and between _____ as Lessor, and DOWNTOWN JOHNNY BROWNS, INC., as Lessee covering that certain business described as DOWNTOWN JOHNNY BROWNS, located at: 1220 THIRD AVE COMMUNITY CONCOURSE, SAN DIEGO, CA 92101, together with all my right, title and interest in and to prepaid rent and/or security deposit on said lease, if any.

DOWNTOWN JOHNNY BROWNS, INC., a California Corporation

By: [Signature]
John M. Brown, President

By: [Signature]
Todd Thomas Wesselman, Secretary/Asst. Sec.

By: [Signature]
James E. Mc Elroy, Vice President

ACCEPTANCE OF ASSIGNMENT OF LEASE

In consideration of the above assignment and written consent of the Lessor(s) thereto, I(We) hereby assume and agree to be bound by all the terms and conditions and covenants in said lease and promise to pay the rent therein reserved in the manner and at the times therein specified.

Dated: 12/14/08

ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California Corporation

By: [Signature]
Todd B. Alexander

CONSENT TO ASSIGNMENT OF LEASE

I/We _____ Lessor, named in the foregoing mentioned lease, do hereby consent to the assignment as described above, on the understanding that all the terms, conditions, provisions and covenants of said lease shall remain and continue in full force and effect.

I/We also hereby certify the following:

Rent paid in advance in the sum of \$ _____, is held by me,

A security deposit in the sum of \$ _____, is held by me,

Rent in the amount of \$ _____ has been paid to _____ (date)

Common area maintenance fees in the amount of \$ _____, have been paid to _____ (date)

and are billed on a quarterly basis,

Real property taxes in the amount of \$ _____, have been paid to _____ (date)

and are billed on an annual basis,

Insurance is payable under the lease in the amount of \$ _____, and has been paid to _____ (date)

and is billed on a quarterly basis,

Rent is to be paid to _____

at _____, CA,

Telephone No. _____

THIS ASSIGNMENT OF LEASE SHALL ONLY BE EFFECTIVE AS OF CLOSE OF ESCROW NO. 05-59639-H

Dated this _____ day of _____

Lessor

Lessor

ASSIGNMENT OF LEASE

Dated: November 28, 2005

FOR VALUE RECEIVED, I, the undersigned, DOWNTOWN JOHNNY BROWNS, INC., a California corporation does hereby assign, transfer and set over unto ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California corporation, all my right, title and interest in and to that certain lease dated _____ by and between _____ as Lessor, and DOWNTOWN JOHNNY BROWNS, INC., as Lessee covering that certain business described as DOWNTOWN JOHNNY BROWNS, located at: 1220 THIRD AVE COMMUNITY CONCOURSE, SAN DIEGO, CA 92101, together with all my right, title and interest in and to prepaid rent and/or security deposit on said lease, if any.

DOWNTOWN JOHNNY BROWNS, INC., a California Corporation

By: [Signature]
John M. Brown, President

By: [Signature]
Todd Thomas Wesselman, Secretary/Asst. Sec.

By: [Signature]
James E. Mc Elroy, Vice President

ACCEPTANCE OF ASSIGNMENT OF LEASE

In consideration of the above assignment and written consent of the Lessor(s) thereto, I(We) hereby assume and agree to be bound by all the terms and conditions and covenants in said lease and promise to pay the rent therein reserved in the manner and at the times therein specified.

Dated: 1/12/08

ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California Corporation

By: [Signature]
Todd B. Alexander

CONSENT TO ASSIGNMENT OF LEASE

I/We _____ Lessor, named in the foregoing mentioned lease, do hereby consent to the assignment as described above, on the understanding that all the terms, conditions, provisions and covenants of said lease shall remain and continue in full force and effect.

I/We also hereby certify the following:

Rent paid in advance in the sum of \$ _____, is held by me,

A security deposit in the sum of \$ _____, is held by me,

Rent in the amount of \$ _____ has been paid to _____ (date)

Common area maintenance fees in the amount of \$ _____, have been paid to _____ (date)

and are billed on a quarterly basis,

Real property taxes in the amount of \$ _____, have been paid to _____ (date)

and are billed on an annual basis,

Insurance is payable under the lease in the amount of \$ _____, and has been paid to _____ (date)

and is billed on a quarterly basis,

Rent is to be paid to _____

at _____, CA.

Telephone No. _____

THIS ASSIGNMENT OF LEASE SHALL ONLY BE EFFECTIVE AS OF CLOSE OF ESCROW NO. 05-59639-H

Dated this _____ day of _____,

Lessor

Lessor

ASSIGNMENT OF LEASE

Dated: November 28, 2005

FOR VALUE RECEIVED, I, the undersigned, DOWNTOWN JOHNNY BROWNS, INC., a California corporation does hereby assign, transfer and set over unto ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California corporation, all my right, title and interest in and to that certain lease dated _____ by and between _____ as Lessor, and DOWNTOWN JOHNNY BROWNS, INC., as Lessee covering that certain business described as DOWNTOWN JOHNNY BROWNS, located at: 1220 THIRD AVE COMMUNITY CONCOURSE, SAN DIEGO, CA 92101, together with all my right, title and interest in and to prepaid rent and/or security deposit on said lease, if any.

DOWNTOWN JOHNNY BROWNS, INC., a California Corporation

By: [Signature]
John M. Brown, President

By: [Signature]
Todd/Thomas Wesselman, Secretary/Asst. Sec.

By: [Signature]
James E. Mc Elroy, Vice President

ACCEPTANCE OF ASSIGNMENT OF LEASE

In consideration of the above assignment and written consent of the Lessor(s) thereto, I(We) hereby assume and agree to be bound by all the terms and conditions and covenants in said lease and promise to pay the rent therein reserved in the manner and at the times therein specified.

Dated: 1/12/06

ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California Corporation

By: [Signature]
Todd B. Alexander

CONSENT TO ASSIGNMENT OF LEASE

I/We _____ Lessor, named in the foregoing mentioned lease, do hereby consent to the assignment as described above, on the understanding that all the terms, conditions, provisions and covenants of said lease shall remain and continue in full force and effect.

I/We also hereby certify the following:

Rent paid in advance in the sum of \$ _____, is held by me,

A security deposit in the sum of \$ _____, is held by me,

Rent in the amount of \$ _____ has been paid to _____ (date)

Common area maintenance fees in the amount of \$ _____, have been paid to _____ (date)

and are billed on a quarterly basis,

Real property taxes in the amount of \$ _____, have been paid to _____ (date)

and are billed on an annual basis,

Insurance is payable under the lease in the amount of \$ _____, and has been paid to _____ (date)

and is billed on a quarterly basis,

Rent is to be paid to _____

at _____, CA,

Telephone No. _____

THIS ASSIGNMENT OF LEASE SHALL ONLY BE EFFECTIVE AS OF CLOSE OF ESCROW NO. 05-59639-H

Dated this _____ day of _____,

Lessor

Lessor

ASSIGNMENT OF LEASE

Dated: November 28, 2005

FOR VALUE RECEIVED, I, the undersigned, DOWNTOWN JOHNNY BROWNS, INC., a California corporation does hereby assign, transfer and set over unto ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California corporation, all my right, title and interest in and to that certain lease dated _____ by and between _____ as Lessor, and DOWNTOWN JOHNNY BROWNS, INC., as Lessee covering that certain business described as DOWNTOWN JOHNNY BROWNS, located at: 1220 THIRD AVE COMMUNITY CONCOURSE, SAN DIEGO, CA 92101, together with all my right, title and interest in and to prepaid rent and/or security deposit on said lease, if any.

DOWNTOWN JOHNNY BROWNS, INC., a California Corporation

By: _____

John M. Brown, President

By: _____

Todd Thomas Wesselman, Secretary/Asst. Sec.

By: _____

James E. Mc Elroy, Vice President

ACCEPTANCE OF ASSIGNMENT OF LEASE

In consideration of the above assignment and written consent of the Lessor(s) thereto, I(We) hereby assume and agree to be bound by all the terms and conditions and covenants in said lease and promise to pay the rent therein reserved in the manner and at the times therein specified.

Dated: 1/12/06

ALEXANDER CONSTRUCTION AND HOME INSPECTION, INC., a California Corporation

By: _____

Todd B. Alexander

CONSENT TO ASSIGNMENT OF LEASE

I/We _____ Lessor, named in the foregoing mentioned lease, do hereby consent to the assignment as described above, on the understanding that all the terms, conditions, provisions and covenants of said lease shall remain and continue in full force and effect.

I/We also hereby certify the following:

Rent paid in advance in the sum of \$ _____, is held by me,

A security deposit in the sum of \$ _____, is held by me,

Rent in the amount of \$ _____ has been paid to _____ (date)

Common area maintenance fees in the amount of \$ _____, have been paid to _____ (date)

and are billed on a quarterly basis,

Real property taxes in the amount of \$ _____, have been paid to _____ (date)

and are billed on an annual basis,

Insurance is payable under the lease in the amount of \$ _____, and has been paid to _____ (date)

and is billed on a quarterly basis,

Rent is to be paid to _____

at _____, CA.

Telephone No. _____

THIS ASSIGNMENT OF LEASE SHALL ONLY BE EFFECTIVE AS OF CLOSE OF ESCROW NO. 05-59639-H

Dated this _____ day of _____,

Lessor

Lessor

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

RECITALS

- A. The City of San Diego ("City") is Lessor and Downtown Johnny Brown's, Inc., a California corporation ("Lessee" also referred to as "Assignor") is the Lessee under that certain Lease Agreement dated effective June 1, 2002 and filed in the office of the City Clerk as Document No. RR-296518 ("Master Lease").
- B. The term of the Master Lease is ten (10) years commencing on the first day of June 2002. Pursuant to Section 2.3 Right to Extend of the Master Lease, Lessee has the right to extend the term of the Master Lease for one additional five-year period.
- C. Lessee has entered into an Asset Purchase Agreement dated for reference purposes November 28, 2005 ("Purchase Agreement") with Alexander Construction and Home Inspection, Inc., a California corporation ("Assignee").
- D. Pursuant to the Purchase Agreement, Lessee desires to assign and Assignee desires to accept all the right, title and interest of Assignor under the Master Lease. Assignor and Assignee have executed, in conjunction with the closing under the Purchase Agreement ("Closing"), an Assignment and Assumption of Ground Lease ("Assignment") which is attached to this Consent to Assignment of Lease Agreement ("Consent") and incorporated into this Consent by this reference.

Now therefore, City, Assignor and Assignee agree as follows:

Assignee agrees to assume all rights and obligations of Lessee under the Master Lease and to perform all covenants, conditions and provisions of the Master Lease to be performed by Lessee on and after the date of the assignment.

Pursuant to Section 3.5 Inspection of Records of the Master Lease, the City's Audit Division will conduct a close-out audit upon Assignment of the Master Lease to determine the exact amounts of rent owed to City by Assignor through the effective date of the assignment to Assignee. The Assignor shall not be relieved of any obligation to pay any sums owed to City through the effective date of the assignment or any other sums subsequently disclosed by a verification of the accuracy of the escrow statement and distribution of proceeds by City. Assignee shall be jointly and severally liable for any such sums owed to City by Assignor. The failure by either Assignor or Assignee to pay to City the full amount owed shall constitute a default of the Master Lease; however,

Assignee shall maintain a policy of commercial general liability insurance providing coverage required under the Master Lease in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence. On a separate endorsement, this policy shall name the City as an additional insured.

The execution of this Consent by City does not amend the Master Lease or waive any of City's rights under the Master Lease. In the event of a conflict between the provisions of this Consent and the Master Lease, the terms of the Master Lease shall prevail.

City consents to the assignment on the additional condition that Assignor pay to City SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) upon the close of escrow. This consideration is paid pursuant to paragraphs 4.2 and 4.7 of the Master Lease and is payment of a disputed claim. Solely regarding this additional consideration, Assignor and City mutually agree to waive any and all claims either may have against the other including costs, expenses, attorney's fees, damages, losses, claims, controversies and liabilities of whatever character, nature and kind, known or unknown, whether concealed or hidden. In furtherance of their intent, the parties expressly, knowingly, and voluntarily waive any and all rights and benefits conferred upon them by the provisions of section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the Release, which if known by him must have materially affected their settlement with the debtor."

This Consent is executed by City acting by and through the Mayor and by Lessee/Assignor and Assignee acting by and through their lawfully authorized officers. This Consent is effective upon the date signed by the Mayor and approved by the City Attorney.

[Remainder of page left blank]

LESSOR:

Dated: 3/29/06

THE CITY OF SAN DIEGO

For The Mayor,

By: [Signature]

Name: James I. Hawkins

Title: Deputy Chief

LESSEE/ASSIGNOR:

Dated: 3/28/06

DOWNTOWN JOHNNY BROWN'S

By: [Signature]

Name: James E. McElroy

Title: PARTNER AND ATTORNEY FOR D.J.B.'s

ASSIGNEE:

Dated: _____

ALEXANDER CONSTRUCTION &
HOME INSPECTION, INC.

By: [Signature]

Name: Todd Alexander

Title: President

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2006.

Dated: 3/30/06

MICHAEL J. AGUIRRE, CITY
ATTORNEY

By: [Signature]

Deputy City Attorney