

ORIGINALCITY OF SAN DIEGOCONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The City of San Diego ("City"), as Lessor under that certain Lease Agreement ("Master Lease") with

Jeff Bergosh and Sally Bergosh, dba The Landing Strip Cafe,

Successors in interest to Merziotis Properties dba Argus II Restaurant ("Lessee" also referred to as "Assignor"), dated May 15, 1995, as filed in the office of the City Clerk as Document No. OO-18178, consents to the following assignments of the Master Lease by Assignor to Billie Anne Brown-Sciliano and Vincent J. Sciliano, individuals ("Assignees"), in accordance with the terms and conditions as follows:

Assignees agree 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 3.8 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 Assignees. 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. Assignor and Assignees shall be jointly and severally liable for any such sums owed to City by Assignor. The failure by either Assignor or Assignees to pay to City the full amount owed shall constitute a default of the Master Lease.

Assignor agrees to remain jointly and severally liable for the performance of all obligations of Assignor under the Lease from and after the effective date of this Consent.

Assignees agree to maintain a policy of public liability and property damage insurance providing coverage required under the Master Lease in the amount of not less than \$1,000,000 combined single limit liability naming the City of San Diego its Elected officials, officers, representatives, agents, and employees as additionally 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.

This Assignment may be signed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute one agreement.

This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve Assignees or any person claiming under or through Assignees of the obligation to obtain consent of the Lessor under Section 4.2 Assignment and Subletting of the lease to any future assignment or sublease.

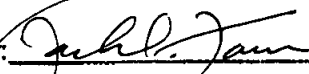
This Consent is executed by City acting by and through the City Manager and by Lessee/Assignor and Assignees acting by and through their lawfully authorized officers. This Consent is effective upon the date signed by the City Manager.

LESSOR:

THE CITY OF SAN DIEGO

For The City Manager,

Dated: 6-29-04

By: 

Name: JACK D. FARRIS

Title: Deputy Director

LESSEE/ASSIGNOR:

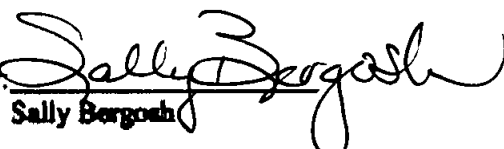
Dated: 6-29-04

By: 

Jeff Bergosh

Title: _____

Dated: 6/29/04

By: 

Sally Bergosh

Title: _____

ASSIGNEES:Dated: 6/29/04

Billie Anne Brown-Sciliano

By: Billie Anne Brown-ScilianoName: BILLIE ANNE BROWN-SCILIANOTitle: OWNER/LEASEEDated: 6-29-04

Vincent J. Sciliano

By: Vincent J. ScilianoName: VINCENT J. SCILIANOTitle: OWNER/LEASEEAPPROVED AS TO FORM AND LEGALITY THIS 30th DAY OF June, 2004.

CASEY GWINN, CITY ATTORNEY

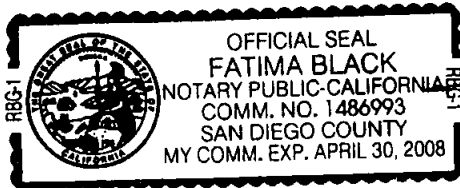
Dated: By: Chesa A. Susato

Deputy City Attorney

State of California)
) ss.
 County of San Diego)

On June 29 2004, before me, Fatima Black
Fatima Black, personally appeared
Jeff W. Bergosh, () personally known to me - OR - (X)
 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/she executed the
 same in his/her authorized capacity, and that by his/her 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.

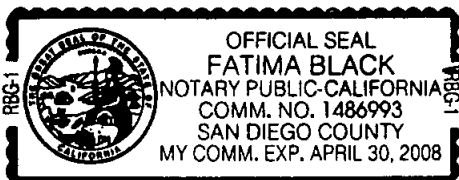


Fatima Black
 SIGNATURE OF NOTARY

State of California)
) ss.
 County of San Diego)

On June 29 2004, before me,
Fatima Black, personally appeared
Sally A. Bergosh, () personally known to me - OR - (X)
 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/she executed the
 same in his/her authorized capacity, and that by his/her 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.

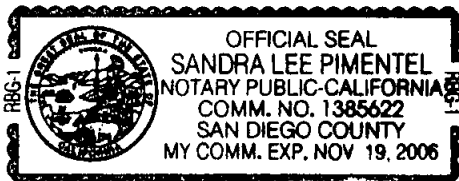


Fatima Black
 SIGNATURE OF NOTARY

State of California)
 County of San Diego) ss.

On June 29, 2004, before me,
Sandra L. Pimentel / Siciliano, personally appeared
Bill & A.B. Siciliano and Vincent. () personally known to me - OR - (X)
 proved to me on the basis of satisfactory evidence to be the person whose name is (are)
 subscribed to the within instrument and acknowledged to me that he/she executed the
 same in his/her authorized capacity, and that by his/her 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.



Sandra Pimentel
 SIGNATURE OF NOTARY

State of _____)
 County of _____) ss.

On _____, before me,

_____, personally appeared
 () 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/she executed the
 same in his/her authorized capacity, and that by his/her 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 OF NOTARY

ASSIGNMENT OF LEASE

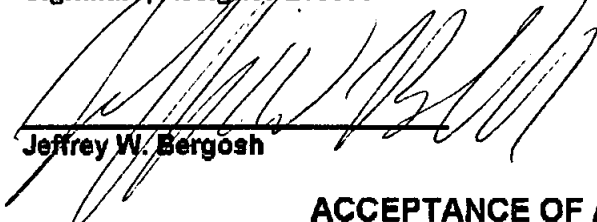
FOR VALUE RECEIVED, the undersigned, Jeffrey W. Bergosh and Sally A. Bergosh, do(es) hereby assign, transfer, and set over unto Vincent J. Siciliano and Billie A. Brown-Siciliano, all my right, title and interest in and to that certain lease dated _____, by and between Jeffrey W. Bergosh and Sally A. Bergosh, Lessee, and City of San Diego, Lessors, and covering the premises located at 1424 Continental Street, San Diego, CA 92154, otherwise known as Brown Field Airport.

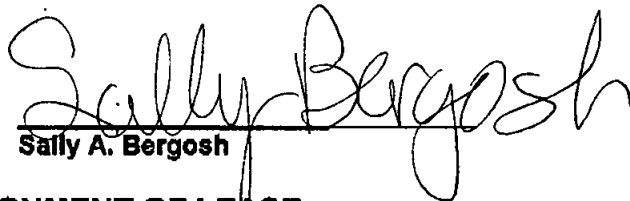
Together with all my right and interest in and to prepaid rent and/or security deposit on said lease, if any.

Dated this 12th day of May, 2004.

THE LESSEE DOES HEREBY UNDERSTAND AND AGREE THAT HE WILL REMAIN ON THE LEASE AND BE RESPONSIBLE FOR ALL THEIR TERMS AND CONDITIONS OF SAID LEASE UNTIL THE EXPIRATION DATE OF THE ORIGINAL LEASE.

Signature, Assignor-Lessee


Jeffrey W. Bergosh

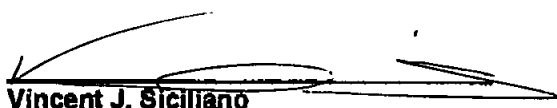

Sally A. Bergosh

ACCEPTANCE OF ASSIGNMENT OF LEASE

I/we Vincent J. Siciliano and Billie A. Brown-Siciliano do(es) hereby accept the above assignment and agree to be bound by all of the conditions and covenants contained in said lease, and I promise to pay the rent therein reserved in the manner and at the times therein specified.

Dated this 12 day of May, 2004.

Signature, Assignee-Lessee


Vincent J. Siciliano


Billie A. Brown-Siciliano

CONSENT TO ASSIGNMENT OF LEASE

I/we, Lessor, named in the above-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) and are billed on a _____ basis.

Common area maintenance fees in the amount of \$ _____, have been paid to _____ (date) and is billed on a _____ basis.

Real property taxes in the amount of \$ _____, have been paid to _____ (date) and are billed on a _____ basis.

Insurance is payable under the lease in the amount of \$ _____ and has been paid to _____ (date) and is billed on a _____ basis.

Other amounts due and payable under the lease are as follows:

Rent is to be paid to: _____ at _____

Telephone No.: _____

The present lease is to expire: _____

A new 3-year lease to Vincent J. Siciliano and Billie A. Brown-Siciliano will be provided at a rate of: _____

THIS ASSIGNMENT OF LEASE SHALL ONLY BE EFFECTIVE AS OF CLOSE OF ESCROW.

Dated this _____ day of _____, 20____

By: _____, Lessor

By: _____, Lessor

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This consent to Assignment Agreement, (Consent) is made as of September 4, 2001 by the City of San Diego, (CITY) as LESSOR under that certain Lease Agreement entered into with Merziotis Properties, Inc., dba: Argus II Restaurant, LESSEE / ASSIGNOR dated May 15, 1995 and recorded at the office of the City Clerk as Document No. 00-18178.

RECITALS

This Consent is made with regard to the following facts:

A. LESSOR and LESSEE/ASSIGNOR, as tenant, have entered into a Lease for a Café and Cocktail lounge (the "Lease") under which the LESSOR leased to LESSEE/ASSIGNOR the premises known as The Argus II restaurant and cocktail lounge, which comprises approximately 4,144 square feet, a portion of the Brown Field Airport terminal building located at 1424 Continental Street, San Diego, California, 92154, and is more particularly described in the Lease.

B. LESSEE/ASSIGNOR desires to assign to Jeffrey W. Bergosh and Sally A. Bergosh, (ASSIGNEES), all of its rights, title, and interest in, to, and under the Lease and the Premises under the provisions of the Assignment and Assumption of Lease dated June 25, 2001, between LESSEE/ASSIGNOR and ASSIGNEES (The "Assignment") a copy of which is attached to this Consent as Exhibit A.

C. LESSEE/ASSIGNOR and ASSIGNEES desire to obtain LESSOR'S consent to the Assignment and LESSOR is willing to consent to the Assignment on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

1. Assumption and No Release. ASSIGNEES expressly assume and agree for the benefit of the LESSOR to be bound by, and to conform and comply with, every obligation of LESSEE/ASSIGNOR under the Lease. Notwithstanding the Assignment or LESSOR'S consent to the Assignment, LESSEE/ASSIGNOR will remain jointly and severally liable for the payment of rents and for the performance of all obligations of LESSEE/ASSIGNOR under the Lease from and after the effective date of this Consent.

2. Subsequent Assignments; Recapture. This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the LESSOR under Article 4.2, Assignment and Subletting, of the Lease to any future assignment of sublease. Notwithstanding the foregoing, Lessor may consent to subsequent subletting and assignment of

the Lease, or amend the Lease without notifying the LESSOR/ASSIGNOR or anyone else liable under the Lease, including any guarantor of the Lease, and without obtaining their consent, and that action by LESSOR will not relieve those persons of liability.

This consent will not be construed to limit LESSOR'S right, in the event of a future proposal to sublease all or a portion of the Premises or to assign the Lease, to recapture any portion of the Premises affected by the proposed sublease or assignment, as stated in section 4.2 of the Lease.

3. Default Under the Lease. In the event of any default of ASSIGNEES under the Lease, LESSOR may proceed directly against ASSIGNEES, any guarantors, or anyone else liable under the Lease without first exhausting LESSOR'S remedies against any other person or entity liable under the Lease to LESSOR. Notwithstanding the foregoing, any act or omission of ASSIGNEES or anyone claiming under or through ASSIGNEES that violates any provisions of the Lease will be deemed a default under the Lease by LESSEE/ASSIGNOR..

4. Security Deposit. LESSEE/ASSIGNOR acknowledges the transfer and assignment of all rights, title and interest in, to, or under the Sixteen Hundred and Four Dollars, (\$1,604) deposited with LESSOR as a security deposit under Section 3.5 of the Lease. LESSEE/ASSIGNOR waives all claims against LESSOR as to the security deposit. ASSIGNEES will protect, defend and indemnify and hold LESSOR harmless from and against any claims LESSEE/ASSIGNOR may raise against LESSOR as to the security deposit.

5. General Provisions.

5.1 Consideration for Assignment. LESSEE/ASSIGNOR and ASSIGNEES represent and warrant that there are no additional payments or rent or any other consideration of any type which has been paid or is payable by ASSIGNEES to LESSEE/ASSIGNOR in connection with the Assignment or the Premises, other than as is disclosed in the Assignment.

5.2 Brokerage Commission. LESSEE/ASSIGNOR and ASSIGNEES agree that LESSOR will not be liable for any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent. LESSEE/ASSIGNOR and ASSIGNEES will protect, indemnify and hold LESSOR harmless from any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent, and from any cost or expense (including attorney's fees) incurred by LESSOR in resisting any claim for any such brokerage commission or finders fee. The provisions of this Section 5.2 shall survive the expiration or earlier termination of both the Assignment and this Consent.

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

5.4 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.

5.5 Entire Agreement; Waiver. This consent constitutes the final, complete and exclusive

statement between the parties to this Consent pertaining to the terms of the LESSOR'S consent to the Assignment, supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.

5.6 Waiver of Jury Trial; Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.

5.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease. In addition, the acceptance of rents by LESSOR from ASSIGNEES or anyone else liable under the Lease will not be deemed a waiver by the LESSOR of any provisions of the Lease.

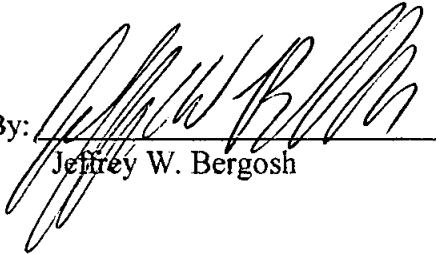
5.8 Notice. Any notice that may or must be given by any party under this Consent will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to LESSOR, LESSEE/ASSIGNOR, or ASSIGNEES shall be sent to the respective address set forth on the signature page below, or such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 5.8. A notice sent pursuant to the terms of this Section 5.8 shall be deemed delivered (A) when delivery is attempted if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

5.9 Capitalized Terms. All terms spelled with initial capital letter in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Lease.

LESSOR, LESSEE/ASSIGNOR and ASSIGNEES have executed this consent as of the date shown.

ASSIGNEES

Date: 9-5, 2001

By: 
Jeffrey W. Bergosh

Date: 9/5/, 2001

By: Sally A. Bergosh
Sally A. Bergosh

Address of Assignees: 9212 Ellenbee Rd Santee, Ca. 92071

LESSEE/ASSIGNORS:
Merziotis Properties, dba:
Agrus II Restaurant

Date: Sept 05, 2001

By: George Merziotis
George Merziotis

Date: 9-5-, 2001

By: Cathleen Merziotis
Cathleen Merziotis

Address of Assignor(s): 2637 Highlands Blvd, Spring Valley, CA 91977

THE CITY OF SAN DIEGO, LESSOR

Dated: Sept 11, 2001

By: Tracy L. Means
Tracy L. Means, A.A.E., Director,
Airports Div.

APPROVED AS TO FORM:

CASEY GWINN, CITY ATTORNEY

Dated: Sept 19, 2001

By: Deputy
Deputy

DB:mlm
9/05/01

Transfer date 9-26-01



Standard Receipt for Deposit and Agreement to Purchase

AGREEMENT TO PURCHASE A BUSINESS KNOWN AS LANDING STRIP
 ADDRESS 1424 CONTINENTAL ST. CITY S.D.
 THE UNDERSIGNED HEREBY AGREES TO PURCHASE ALL OF the above business together with the lease, leasehold improvements, furnitures, equipment, license, and trade name LANDING STRIP FOR THE SUM OF \$ 90,000 PLUS inventory in the approximate amount of \$ 5,000, to assume the current lease, and to purchase the inventory at cost (or current wholesale prices). If the inventory is greater or less than above, adjust the total price and the (cash) (new encumbrance). Payment for inventory is to be through escrow. Buyer is to take possession on ISSUANCE OF ABL Seller agrees to instruct Buyer free of charge in the operation of the business for 1 WEEK. Personal property taxes, insurance, rent and _____ are to be prorated to date of possession. Buyer agrees to pay required sales tax on personal property in the legal amount and to pay one-half of the escrow charges plus one-half of the cost of taking inventory.

CHECK IN THE AMOUNT OF \$ 10,000 payable to NEW CENTURY TITLE accompanies this Agreement as a deposit to be applied on the purchase price.

THIS AGREEMENT IS MADE SUBJECT TO THE FOLLOWING CONDITIONS and in the event Seller does not complete the following conditions this Agreement is terminated and the above deposit shall be returned to Buyer.

- Seller agrees to give a valid Bill of Sale free and clear of all obligations except as indicated below.
- (An assignment of existing) (New) lease in the amount of \$ 1753 per month until 5/05/07 NEGOT. TO BE is to be reviewed and approved by Buyer. Seller agrees to personally effect the assignment of the existing lease to Buyer and to deliver the lease and assignment into escrow. This Agreement is subject to the Buyer's approval of lease.
- The Buyer shall be given the right to examine all business records including financial statements and agreements of the above business, and this Agreement is subject to the Buyer's approval thereof.
- Seller to execute a covenant not to compete and not to re-engage directly or indirectly in the same type of business within _____, or a radius of 5 miles for 5 years.
- A list of equipment and fixtures is to be approved by Buyer and Seller, and Seller agrees to have all equipment in working condition at time of possession.
- Seller warrants, at Seller's sole cost and expense, that (i) the premises will meet all required governmental codes, rules and regulations at time of possession; (ii) there are no claims or investigations pending which would affect the business or assets being sold; (iii) all financial information and statements furnished are complete, accurate and prepared in a manner consistent with prior statements and fairly represent the financial condition of the business as of the dates stated; and (iv) since the date of the last financial statement furnished, or to be furnished, there have been no material adverse changes in the business or assets being acquired.
- Buyer and Seller both agree that Broker is to retain the deposit check in an uncashed form until placed in Escrow or returned to the Buyer.

8. METHOD OF PAYMENT TO BE:

Cash (check) delivered to N.C.T.
 Cash to be delivered to Escrow Holder on or before CDE, 20
 Cash to be delivered to Escrow Holder on or before _____, 20
 By assuming the obligation of _____
 payable \$ _____ per month, including interest for _____ months.
 By assuming the obligation of _____
 payable \$ _____ per month, including interest for _____ months.
 By new obligation(s) TO SELLER 770 FMT.
 payable \$ _____ per month, including interest for 48 months.

\$ 10,000
 \$ 60,000 + INV
 \$ _____
 \$ _____
 \$ _____
 \$ 20,000
TOTAL: \$ 90,000 + INV.

- The new obligation of Buyer (if any) shall be secured by a lien against the assets being sold in favor of Seller.

ADDITIONAL CONDITIONS OR REMARKS

- 1) CONDITIONED UPON TRANSFER OF ACB #47 LICENSE TO BUYER
- 2) SELLER TO REPLACE ELECTRIC GRILL IN PREP AREA
- 3) SELLER TO CONTRIBUTE 50% OF THE BATHROOM ADA UPGRADE
- COST OVER \$20,000

Time is of the essence of this Agreement. THIS OFFER TERMINATES ON 5/6/04 at 5:00 p.m. and unless accepted, is withdrawn and the accompanying deposit is to be returned to Buyer. Upon acceptance, an escrow is to be opened at N. CT. by 5/15, 2004, containing all agreements herein.

CBE is the agent of ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by submission to binding judicial arbitration in the City of San Diego pursuant to California Code of Civil Procedure sections 1141.10, et seq., and California Rules of Court rules 1600, et seq., and the parties waive any rights to exemption they may have under Rule 1600.5.

If any party to this Agreement shall bring an action or arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorney fees incurred in bringing such action or arbitration and/or enforcing any judgment granted therein.

This document contains the entire agreement between the Buyer and the Seller herein and there are no oral agreements or understanding not herein contained. Any modification hereof must be in writing and signed by both Buyer and Seller. This Agreement is a binding contract between Buyer and Seller even though they may enter into a more detailed agreement or escrow instructions.

DATE 5/6/04 TIME 2:20 RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

Buyer: [Signature] Soc. Sec# _____
 Address: _____ Phone _____
 Buyer: _____ Soc. Sec# _____
 Address: _____ Phone _____
 RECEIVED CHECK IN THE AMOUNT OF \$10,000
 Dated 4/9/04 (By) Everett Roff Agent

SELLER'S RESPONSE

1. I/WE, the undersigned Seller(s), hereby ACCEPT the above offer and agree to sell upon the terms and conditions herein stated and to pay a commission to Broker in accordance with the terms of the listing agreement.

2. I/WE, the undersigned Seller(s), hereby REJECT the above offer.

3. I/WE, the undersigned Seller(s) hereby ACCEPT the above offer subject to the following modifications/changes and agree to pay a commission to Broker in accordance with the terms of the listing agreement.

PRICE TO BE \$85,000 + INV
DOWN PAYMENT \$75,000, NEW OBLIGATION @ 7% INT
FOR 24 MRS.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

Date 5/6/04 Time 2:20 am/pm
 Seller: [Signature] Soc. Sec# _____
 Address: _____ Phone _____
 Seller: _____ Soc. Sec# _____
 Address: _____ Phone _____

BUYER'S RESPONSE

1. I/WE the undersigned Buyer(s) hereby ACCEPT the above counteroffer.

2. I/WE the undersigned Buyer(s) hereby ACCEPT the above counteroffer subject to the following terms:

Buyer [Signature] Buyer _____
 Date 5/6/04 Time 2:20 am/pm Date _____ Time _____ am/pm