

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with CARLTON SANTEE CORPORATION, a California corporation whose interest in said Lease is being assigned concurrently herewith to STUDEBAKER-WORTHINGTON, INC., a Delaware corporation (LESSEE) and filed in the Office of the City Clerk as Document No. 586194, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

CARLTON SANTEE CORPORATION, a California corporation

(SUBLESSEE) dated December 31, 1980. Said Sublease shall be subordinate to the Master Lease in all respects. In addition, this consent is subject to the following conditions: (If None, write "None").

NONE

Dated

30 Dec 1980

THE CITY OF SAN DIEGO

By:

J. P. Santee
City Manager

Dated

12/31/80

APPROVED AS TO FORM:
JOHN W. WITT, CITY ATTORNEY

By:

W. J. Aldrich
Deputy

sublease terminated 6/1/81 per Paul Steiger of Carlton Oaks Ltd.

GWV

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made as of the 31st day of December, 1980, by and between STUDEBAKER-WORTHINGTON, INC., a Delaware corporation ("Sublessor") and CARLTON SANTEE CORP., a California corporation ("Sublessee").

Sublessor is the assignee tenant under that certain Lease Agreement dated January 30, 1959, as amended ("Prime Lease") between The City of San Diego, a municipal corporation, as Landlord, and Carlton Santee Corp., as Tenant, pursuant to which Sublessor now leases and occupies certain real estate in the County of San Diego, State of California which is more fully described in the Prime Lease ("Demised Premises").,

For and in consideration of the mutual premises and covenants contained herein, the parties hereby agree as follows:

1. Grant

Sublessor hereby demises, leases and lets to Sublessee, and Sublessee hereby rents, leases and hires from Sublessor, the Demised Premises upon the same terms and conditions as contained in the Prime Lease, except that the annual rent shall be One Dollar (\$1.00).

2. Performance of Prime Lease Covenants

Sublessee hereby assumes, except as provided in Paragraph 1 of this Sublease, all obligations of Sublessor under the Prime Lease and Sublessee covenants to and with Sublessor that Sublessee shall fully and faithfully perform each and every of the covenants set forth in the Prime Lease. Sublessee further acknowledges and agrees that this Sublease and Sublessee's use and enjoyment of the Demised Premises shall at all times be subject to the terms, covenants and conditions set forth in the Prime Lease.

3. Operation of Golf Course Facility

It is expressly contemplated by the parties hereto that Sublessee shall operate the golf course facility located on the Demised Premises during the term of this Sublease. In connection therewith, Sublessee shall have the right to sell alcoholic beverages for consumption on the Demised Premises, subject at all times to existing governmental laws, ordinances, rules and regulations.

4. Quiet Enjoyment

Sublessor hereby covenants to provide Sublessee with quiet use and enjoyment of the Demised Premises for and during the term of the Sublease.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this instrument to be executed by its duly authorized officers and its corporate seals affixed as of the date first above written.

SUBLESSOR:

STUDEBAKER-WORTHINGTON, INC.

BY:

William R. Rector

SUBLESSEE:

CARLTON SANTEE CORP.

BY:

William M. Rice, Jr.