



PACKARD REALTY, INC.
COMMERCIAL PROPERTY MANAGEMENT
& REAL ESTATE SERVICES

January 11, 2012

Vladimir Balotsky
Supervising Property Agent, City of San Diego
1200 Third Avenue, Suite 1700 MS 51A
San Diego, CA 92101

Re: Marina Village – Request for Approval of Use Change for Ranch Events (Baja Room)

Dear Vladimir:

Enclosed please find a check in the amount of \$600 for the fee to process the above referenced request.

Should you have any questions, please contact me at (858) 277-4305 ext. 213 or at amy@packard-1.com.

Sincerely,

Amy Schraeder
Vice President, Operations
Packard Realty Inc.

Enclosure

2/6/12 - Spoke with
the owner of Ranch
Events. He stated that
the amendment will
not be necessary

The use will remain
the same - kitchen.
He will relocate the
laundry to a different
location

11/21/2012 - Discussed the
project with Amy Schraeder
(SCPT Marina Village)
The project is terminated
File is closed 11/23/12

Balotsky, Vladimir

From: Amy Schraeder [amy@packard-1.com]
Sent: Wednesday, January 11, 2012 12:47 PM
To: Balotsky, Vladimir
Subject: Marina Village - Request for Use Modification for Ranch Events (Baja Room)
Attachments: Jason Peltier - 2nd Amd to Sublse - Fully Signed 01-2012.pdf

Hi Vladimir,

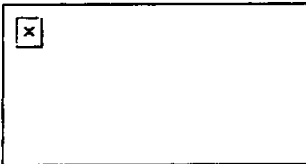
Attached is the Second Amendment to Sublease with Ranch Events which reflects the change of use for a portion of the Baja Room. We are now requesting the City's approval of this use change. A check in the amount of \$600 for the processing fee is being sent to you today.

Please let me know if you have any questions.

Thanks

Amy Schraeder | VP of Operations
Packard Realty Inc.
8775 Aero Drive, Suite 335 | San Diego, CA 92123
O: 858.277.4305 | F: 858.277.4308
Amy@packard-1.com

"Providing you with excellence"



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SECOND AMENDMENT TO SUBLEASE

THIS THIRD AMENDMENT TO SUBLEASE (this "Third Amendment") is made as of the 15th of December, 2011 by and between SCPT MARINA VILLAGE, LLC, a Delaware limited liability company ("Landlord"), and JASON PELTIER, an individual ("Tenant"), with reference to the following:

A. The Retirement Fund Trust of the Plumbing-Heating and Piping Industry of Southern California, Landlord's predecessor-in-interest under the Sublease, as herein defined ("Original Landlord"), and Tenant entered into that certain Sublease Agreement dated February 1, 1995 (the "Original Sublease"), as amended by (i) that certain First Amendment of Sublease dated February 16, 1995 (the "First Amendment"), between Original Landlord and Tenant, a (ii) that certain Amendment to Sublease dated August 28, 2009 ("Amendment"), between Original Landlord and Tenant, and (iii) that certain Second Amendment to Sublease dated September 20, 2011 (the "Second Amendment") between Landlord and Tenant (the Original Sublease, as amended by the First Amendment, the Amendment and the Second Amendment, is hereinafter referred to as the "Sublease"), for the sublease of certain premises (the "Premises"), consisting of approximately 2,000 square feet known as the "back room portion of the Baja Room," located at 1904 Quivira Road, San Diego, California and within the project commonly known as Marina Village, as more particularly described in the Sublease.

B. Landlord and Tenant desire by this Third Amendment to amend the Sublease in order to further amend, modify and supplement the Sublease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease. Unless the context clearly indicates otherwise, all references to the "Sublease" in the Sublease and in this Third Amendment shall hereinafter be deemed to refer to the Sublease, as amended hereby.

2. **Use of the Premises.** Notwithstanding anything to the contrary in the Sublease, including Section 6 of the Original Sublease, effective as of the date of this Third Amendment, in addition to the uses specified in Section 6 of the Original Sublease, Tenant shall have the right to operate laundry equipment in the Premises solely in connection with Tenant's operation of its catering business from the Premises; however, in no event shall such laundry equipment be available for use by the general public nor shall Tenant provide laundry services to any third party. In connection with Tenant's use of the Premises for the operation of laundry equipment in the Premises pursuant to this Section 2, Tenant shall have the right to install, at Tenant's sole cost and expense and in compliance with all other provisions of the Sublease, two (2) commercial washing machines, two (2) commercial dryers and one (1) commercial ironing machine in the Premises.

3. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it

accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

4. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Third Amendment, (a) Landlord is not in default in any respect under the Sublease; (b) Tenant does not have any defenses to its obligations under the Sublease; (c) there are no offsets against Base Rent or any other amounts due under the Sublease; (d) Landlord is holding the security deposit in the amount of \$2,000.00; and (e) Landlord has completed all improvements and paid all allowances required to be constructed or paid by Landlord in accordance with the terms of the Sublease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Third Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Third Amendment; and (iii) Landlord is relying on such representations in entering into this Third Amendment.

5. **Confidentiality.** Landlord and Tenant hereby agree to keep the terms of the Sublease and this Third Amendment and the negotiation of the Sublease and this Third Amendment confidential, and neither party shall disseminate or disclose such information to third parties except each party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Third Amendment.

6. **Entire Agreement.** This Third Amendment contains the entire agreement and understanding between the parties concerning the subject matter of this Third Amendment and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Third Amendment. Wherever possible, each term of this Third Amendment shall be interpreted in such a manner as to be valid under applicable laws, rules, regulations and court authority, but if, notwithstanding the foregoing, any term of this Third Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms of this Third Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. **Brokers.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Third Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

8. **Ratification.** Landlord is the successor in interest to Original Landlord under the Sublease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations

under the Sublease. Except as specifically herein amended, the Sublease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Sublease and the terms of this Third Amendment, the terms of this Third Amendment shall control.

9. **Headings**: The headings to sections of this Third Amendment are for convenient reference only and shall not be used in interpreting this Third Amendment.

10. **Counterparts**. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Third Amendment may be executed by a party's signature transmitted by facsimile ("fax") or email or by a party's electronic signature, and copies of this Third Amendment executed and delivered by means of faxed or emailed copies of signatures or originals of this Third Amendment executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this Third Amendment by fax or email shall promptly thereafter deliver a counterpart signature page of this Third Amendment containing said party's original signature. All parties hereto agree that a faxed or emailed signature page or an electronic signature may be introduced into evidence in any proceeding arising out of or related to this Third Amendment as if it were an original wet signature page.

[Signature Page Follows]

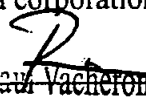
IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Third Amendment as of the date first above written.

LANDLORD:

SCPT MARINA VILLAGE, LLC,
a Delaware limited liability company

CH 1-11-12

By: FIRST FIDUCIARY REALTY ADVISORS, INC.,
a California corporation, its Manager

By: 
Name: Paul Vacheron
Title: Managing Director, Asset Management
Date: 1/10/12

TENANT:


JASON PELTIER
Social Security No.: 562-73-1781
Date: 12/15/11

ASSIGNMENT OF SUBLEASE AND THIRD AMENDMENT TO SUBLEASE

THIS ASSIGNMENT OF SUBLEASE AND THIRD AMENDMENT TO SUBLEASE (this "Third Amendment") is made as of the 20th day of September, 2011, but retroactively effective as of June 1, 2011, by and among SCPT MARINA VILLAGE, LLC, a Delaware limited liability company ("Landlord"), RANCH CATERING, INC., a California corporation ("Tenant"), and RANCH EVENTS INC., a California corporation ("Assignee"; Assignee, Landlord and Tenant are each, individually, referred to herein as a "Party" and, collectively, as the "Parties") with reference to the following:

A. The Retirement Fund Trust of the Plumbing-Heating and Piping Industry of Southern California, Landlord's predecessor-in-interest under the Sublease, as herein defined ("Original Landlord"), and Tenant entered into that certain Marina Village Sublease dated May 1, 1997 (the "Original Sublease"), as amended by (i) that certain Amendment to Sublease dated August 1, 1999 (the "First Amendment"), between Original Landlord and Tenant, and (ii) that certain Second Amendment to Sublease dated May 1, 2000 (the "Second Amendment"), between Original Landlord and Tenant (the Original Sublease, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Sublease"), for the sublease of certain premises (the "Premises"), consisting of (A) 10,837 square feet known as the "Seaside Room" and located at 1970 Quivira Road, San Diego, California in building R-2 of the Property (as defined in the Original Sublease; the Property is also referred to as "Marina Village" in the Original Sublease), (B) 4,584 square feet known as the "Shanghai Restaurant" and located at 1930 Quivira Road, San Diego, California in building R-3 of the Marina Village, and (C) 2,120 square feet known as the "Deli Space" and located at 1840 Quivira Road, San Diego, California in building B-1 of the Marina Village, as more particularly described in the Sublease.

B. Tenant desires to assign to Assignee, and Assignee desires to assume from Tenant, all of Tenant's right, title, interest and estate in, to and under the Sublease (the "Assignment"), and Assignee desires to accept the Assignment and assume the obligations of Tenant thereunder on the terms and conditions contained herein.

C. Landlord is willing to consent to the Assignment on the terms and conditions contained herein.

D. Landlord, Tenant and Assignee desire by this Third Amendment to amend the Sublease in order to (i) extend the Term, (ii) provide for a revised Base Rent, and (iii) further amend, modify and supplement the Sublease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease. Unless the context clearly indicates otherwise, all references to the "Sublease" in the Sublease and in this Third Amendment shall hereinafter be deemed to refer to the Sublease, as amended hereby.

2. Assignment Provisions.

2.1. Effective as of the date (the "Effective Date") of this Third Amendment, Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of Landlord, each and every obligation of Tenant under the Sublease. Notwithstanding the Assignment or Landlord's consent thereto pursuant to this Third Amendment, Tenant shall be and remain fully and primarily liable for the payment of rent and all other amounts required to be paid by Tenant in connection with the Sublease, whether past, present or future, and for the performance of all other obligations of Tenant in connection with the Sublease, whether past, present or future. The Parties hereby ratify and confirm their respective rights and obligations under the Sublease. As of the Effective Date, all references in the Sublease, as amended herein, to "Tenant" shall mean and refer to Assignee.

2.2. Landlord hereby consents to the Assignment, such consent being subject to and conditioned upon the terms and conditions set forth in this Third Amendment. Except as expressly provided in this Third Amendment, Landlord's consent to the Assignment shall not be deemed or construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions and conditions contained in the Sublease or to waive any breach or default by Tenant in the due keeping, performance and observance thereof.

2.3. Landlord's consent to the Assignment shall not constitute a consent to any subsequent assignment, sublease, other transfer or modification of the Assignment, and shall not relieve Tenant, Assignee or any party claiming under or through Tenant or Assignee of the obligation to, in connection with any subsequent assignment, sublease, other transfer or modification of the Assignment, obtain the consent of Landlord in accordance with the terms of the Sublease, including, without limitation, Article 12 of the Original Sublease. Landlord may consent to subsequent assignments, subleases and other transfers of the Sublease and to any amendments and other modifications of the Sublease without notifying Tenant, Assignee or anyone else liable under the Sublease and without obtaining any of their consent, and any such action shall not relieve any such parties from liability.

3. **Extension of Term.** Landlord and Tenant acknowledge that the Term is currently a month-to-month tenancy. Notwithstanding anything to the contrary contained in the Sublease, Landlord and Tenant agree that the Term is hereby extended for a period of ninety-six (96) complete calendar months (the "Extension Term") commencing on June 1, 2011 (the "Extension Term Commencement Date") and ending on May 31, 2019, unless sooner terminated in accordance with the terms of the Sublease. Landlord and Tenant acknowledge and agree that, except as provided in Section 5 below, Tenant shall have no right or option to extend or otherwise renew the Term beyond the Extension Term. In addition, any reference in the Sublease to the "Term" or words of similar import shall mean the Term together with the Extension Term, unless the context clearly indicates otherwise, and any reference in the Sublease to the "Expiration Date" or words of similar import shall mean May 31, 2019, unless the context clearly indicates otherwise.

4. **Base Rent for Extension Term.** Notwithstanding anything to the contrary contained in the Sublease, and in addition to all other amounts due and payable by Tenant in connection with the Sublease to be paid in the manner specified therein, including, without

limitation, City Rent and Percentage Rent, and amounts due in connection with Tenant's indemnification, insurance, maintenance, repair and utility obligations, Tenant shall, commencing on the Extension Term Commencement Date, pay in the manner specified in the Sublease, Base Rent for the Premises as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
6/1/11 – 5/31/12	\$9,014.00	\$108,168.00
6/1/12 – 5/31/13	\$9,374.56	\$112,494.72
6/1/13 – 5/31/14	\$9,749.54	\$116,994.51
6/1/14 – 5/31/15	\$10,139.52	\$121,674.29
6/1/15 – 5/31/16	\$10,545.11	\$126,541.26
6/1/16 – 5/31/17	\$10,966.91	\$131,602.91
6/1/17 – 5/31/18	\$11,405.59	\$136,867.03
6/1/18 – 5/31/19	\$11,861.81	\$142,341.71

5. Renewal Options.

(a) Subject to Section 6 below, in addition to the Extension Term as set forth in this Third Amendment, Named Tenant (as defined in Section 6 below) shall have two (2) personal and non-transferable options to renew the Term (individually, a "Renewal Option" and collectively, the "Renewal Options") for five (5) years each. The first (1st) renewal term shall begin on June 1, 2019 and the second (2nd) renewal term shall begin on June 1, 2024. Named Tenant shall have the right to exercise the Renewal Options conferred herein by giving Landlord written notice at least two hundred seventy (270) days, but not more than three hundred sixty-five (365) days, prior to the expiration of the Extension Term or first (1st) renewal term, as applicable.

(b) The Renewal Options shall be subject to all of the terms and conditions contained in the Sublease, except that Base Rent during each renewal term shall be increased on each June 1 during each renewal term (each, an "Adjustment Date"), commencing on June 1, 2019 or June 1, 2024, as applicable, to an amount equal to one hundred four percent (104%) of the Base Rent payable immediately prior to the applicable Adjustment Date.

(c) Failure of Tenant to properly exercise any Renewal Option herein granted shall be construed as a waiver of the Renewal Option herein granted, and the Sublease shall then terminate at the expiration of the Extension Term or first (1st) renewal term, as applicable.

6. Rights Personal to Tenant.

(a) As used in this Section, "Tenant's Rights" shall mean the Renewal Options granted to Tenant pursuant to Section 5 above. The Tenant's Rights are personal to Ranch Catering, Inc., a California corporation ("Named Tenant"), and may only be exercised by Named Tenant to the extent that Named Tenant, at the time of exercise and at the time such Tenant's Right becomes effective, occupies the entire Premises without the intent of thereafter assigning the Sublease or subletting the Premises or any portion thereof and may not

be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than Named Tenant. The Tenant's Rights are not assignable separate and apart from the Sublease, nor may Tenant's Rights be separated from the Sublease in any manner, whether by reservation or otherwise.

(b) Notwithstanding anything to the contrary contained in any of the applicable sections granting such Tenant's Rights, Named Tenant shall not have the right to exercise such Tenant's Right and the exercise of such Tenant's Right may be nullified by Landlord and deemed of no force or effect if (i) Tenant shall be in default under the terms of the Sublease as of the exercise of such Tenant's Right or anytime after such exercise and prior to the commencement or effective date of such Tenant's Right, or (ii) Landlord shall have delivered to Tenant two (2) or more notices of default during any prior consecutive twelve (12) month period, whether or not such defaults were subsequently cured. Upon any termination of the Sublease or Tenant's right of possession to the Premises, all of Tenant's Rights shall terminate and be of no further force or effect.

7. **Landlord Termination Right.** Effective as of the date of this Third Amendment, Section 3.4 of the Original Sublease is deleted in its entirety and shall have no further force or effect. Notwithstanding anything to the contrary in the Sublease, Landlord shall have the right, at any time, to terminate the Sublease upon not less than one hundred twenty (120) days prior written notice to Tenant. If Landlord terminates the Sublease pursuant to this Section 7, then on or before the effective date of such termination, Landlord shall pay to Tenant an amount equal to the unamortized balance, as of the effective date of such termination, of the lesser of (a) Tenant's out-of-pocket costs incurred for any Alterations constructed by Tenant in the Premises during the Extension Term, and (b) \$100,000.00. Amortization pursuant to the preceding sentence shall be calculated using an amortization schedule for the number of months remaining in the Extension Term upon completion of such Alterations, commencing as of the date of Tenant's completion of such Alterations, based upon equal monthly payments of principal and interest, with interest imputed on the outstanding principal balance at the rate of five percent (5%) per annum.

8. **Utility and Energy Usage.** By executing this Third Amendment, Tenant hereby authorizes Landlord to obtain information regarding Tenant's utility and energy usage at the Premises directly from the applicable utility providers and Tenant shall execute, within five (5) days of Landlord's request, any additional documentation required by any applicable utility provider evidencing such authorization. Further, (i) within five (5) days of Landlord's request, Tenant shall provide to Landlord all requested information regarding Tenant's utility and energy usage at the Premises, and (ii) within ten (10) days of the close of each calendar month during the Term, Tenant shall deliver to Landlord copies of its utilities bills for the immediately preceding calendar month.

9. **Additional Lease Revisions.** Effective as of the date of this Third Amendment, (i) Article 34 of the Original Sublease and Section 4.5 of the Second Amendment are deleted in their entirety and shall have no further force or effect, and (ii) the reference to "fifteen (15) days" in Section 5.3.2 of the Original Sublease is deemed deleted and replaced with "five (5) days."

10. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it

accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

11. **Tenant's Estoppel.** Tenant and Assignee each hereby certify and acknowledge that, as of the date of the mutual execution of this Third Amendment, (a) Landlord is not in default in any respect under the Sublease; (b) Tenant or Assignee does not have any defenses to its obligations under the Sublease; (c) there are no offsets against Rent; (d) Landlord is holding the security deposit in the amount of \$6,200.00; and (e) Landlord has completed all improvements and paid all allowances required to be constructed or paid by Landlord in accordance with the terms of the Sublease. Tenant and Assignee each acknowledge and agree that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Third Amendment; (ii) such representations are being made by Tenant and Assignee for purposes of inducing Landlord to enter into this Third Amendment; and (iii) Landlord is relying on such representations in entering into this Third Amendment.

12. **Confidentiality.** Landlord, Tenant and Assignee hereby agree to keep the terms of the Sublease and this Third Amendment and the negotiation of the Sublease and this Third Amendment confidential, and none of the Parties shall disseminate or disclose such information to third parties except each Party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Third Amendment.

13. **Notices.** Until such time as a Party delivers written notice to the other of any change to any such address, the Parties' addresses for notices under the Sublease shall be as listed in Section 1.14 of the Original Sublease for Tenant and Assignee and as follows for Landlord:

To Landlord:

SCPT MARINA VILLAGE, LLC
c/o American Realty Advisors
801 North Brand Blvd., Suite 800
Glendale, California 91203
Attention: Stanley Iezman

14. **Entire Agreement.** This Third Amendment contains the entire agreement and understanding between the Parties concerning the subject matter of this Third Amendment and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Third Amendment. Wherever possible, each term of this Third Amendment shall be interpreted in such a manner as to be valid under applicable laws, rules, regulations and court authority, but if, notwithstanding the foregoing, any term of this Third Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms of this Third Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. **Brokers.** Tenant and Assignee each hereby represent and warrant to Landlord that it has not entered into any agreement or taken any other action that might result in any

obligation on the part of Landlord, Tenant or Assignee to pay any brokerage commission, finder's fee or other compensation with respect to this Third Amendment, and Tenant and Assignee each agree to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

16. OFAC Compliance.

(a) As used herein, "Blocked Party" shall mean any party or nation that (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "Order") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (ii) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) As a material inducement for Landlord entering into this Third Amendment, Tenant warrants and represents that none of Tenant, any affiliate of Tenant, any partner, member or stockholder in Tenant or any affiliate of Tenant, or any beneficial owner of Tenant, any affiliate of Tenant or any such partner, member or stockholder of Tenant (collectively, a "Tenant Owner"): (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Third Amendment, directly or indirectly, on behalf of any Blocked Party. Tenant shall immediately notify Landlord if any of the foregoing warranties and representations becomes untrue during the Term. As a material inducement for Landlord entering into this Third Amendment, Assignee warrants and represents that none of Assignee, any affiliate of Assignee, any partner, member or stockholder in Assignee or any affiliate of Assignee, or any beneficial owner of Assignee, any affiliate of Assignee or any such partner, member or stockholder of Assignee (collectively, a "Assignee Owner"): (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Third Amendment, directly or indirectly, on behalf of any Blocked Party. Assignee shall immediately notify Landlord if any of the foregoing warranties and representations becomes untrue during the Term.

(c) Tenant shall not: (i) transfer or permit the transfer of any interest in Tenant or any Tenant Owner to any Blocked Party; or (ii) make a transfer to any Blocked Party or party who is engaged in illegal activities. Assignee shall not: (A) transfer or permit the transfer of any interest in Assignee or any Assignee Owner to any Blocked Party; or (B) make a transfer to any Blocked Party or party who is engaged in illegal activities.

(d) If at any time during the Term (i) Tenant, Assignee, any Tenant Owner or any Assignee Owner becomes a Blocked Party or is convicted, pleads nolo contendere, or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering; (ii) any of the representations or warranties set forth in this Section become untrue; or (iii) Tenant breaches any of the covenants set forth in this Section, the same shall constitute an Event of Default. In addition to any other remedies to which Landlord may be entitled on account of such Event of Default, Landlord may immediately terminate the Sublease (in which case the Assignment shall also terminate) and refuse to pay any disbursements due to Tenant under the Sublease.

17. **ERISA.** Tenant and Assignee have been informed that one or more pension plans may have an interest in the Property. Tenant and Assignee each hereby represent and warrant that it is not a party in interest to any plan, within the meaning of Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended.

18. **Unrelated Business Income/Rents from Real Property.** Landlord shall have the right at any time and from time to time to unilaterally amend the provisions of the Sublease with respect to monies to be paid to Landlord, if Landlord is advised by its counsel or its accounting firm that all or any portion of the monies paid by Tenant to Landlord under the Sublease (A) are, or may be deemed to be, unrelated business income within the meaning of the United States Internal Revenue Code of 1986, as amended, or regulations issued thereunder (the "Code"), and/or (B) no longer qualify, or there is risk that any such monies may not qualify, as "rent from real property" under the Code, and Tenant agrees that it will execute all documents or instruments necessary to effect such amendment or amendments, provided that (i) no such amendment shall result in Tenant having to pay, in the aggregate, more money on account of its occupancy of the Premises under the terms of the Sublease, as so amended, (ii) no such amendment shall result in any interference with Tenant's use and enjoyment of the Premises, (iii) no such amendment shall result in any amendment, alteration or impact on Tenant's non-monetary rights or obligations under the Sublease (including, but not limited to, Tenant's use of the Premises for the permitted use), and (iv) no such amendment shall result in Tenant receiving less services than it was then entitled to receive under the Sublease, or services of a lesser quality. Any services which Landlord is required to furnish pursuant to the provisions of the Sublease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or its property manager or its employees or by one or more third persons hired by Landlord or its property manager. Tenant agrees that upon Landlord's written request it will enter into direct agreements with Landlord's property manager or other parties designated by Landlord for the furnishing of any such services required to be furnished by Landlord under the Sublease, in form and content approved by Landlord and Tenant, provided however that no such contract shall result in (a) Tenant having to pay, in the aggregate, more money on account of its occupancy of the Premises under the terms of the Sublease, (b) any interference with Tenant's use and enjoyment of the Premises; (c) any amendment, alteration or impact on Tenant's non-monetary rights or obligations under the Sublease (including, but not limited to, Tenant's use of the Premises for the permitted use), and (d) Tenant, receiving less services than it was then entitled to receive under the Sublease, or services of a lesser quality.

19. **Ratification.** Landlord is the successor in interest to Original Landlord under the Sublease and Assignee is the successor in interest to Tenant as set forth in Section 2 above.

Landlord, Tenant and Assignee hereby ratify and confirm their respective rights and obligations under the Sublease. Except as specifically herein amended, the Sublease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Sublease and the terms of this Third Amendment, the terms of this Third Amendment shall control.

20. Headings. The headings to sections of this Third Amendment are for convenient reference only and shall not be used in interpreting this Third Amendment.

21. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Third Amendment may be executed by a Party's signature transmitted by facsimile ("fax") or email or by a Party's electronic signature, and copies of this Third Amendment executed and delivered by means of faxed or emailed copies of signatures or originals of this Third Amendment executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All Parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures. Any Party executing and delivering this Third Amendment by fax or email shall promptly thereafter deliver a counterpart signature page of this Third Amendment containing said Party's original signature. All Parties hereto agree that a faxed or emailed signature page or an electronic signature may be introduced into evidence in any proceeding arising out of or related to this Third Amendment as if it were an original wet signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Third Amendment as of the date first above written.

LANDLORD:

SCPT MARINA VILLAGE, LLC,
a Delaware limited liability company

MA 9/29/11

By: FIRST FIDUCIARY REALTY ADVISORS, INC.,
a California corporation, its Manager

By: Paul Vacheron
Name: Paul Vacheron
Title: Managing Director, Asset Management
Date: 9/20/11

TENANT:

RANCH CATERING, INC.,
a California corporation

By: 702
Name: JASON PELTIER
Title: PRES
Date: 9/19/2011

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE:

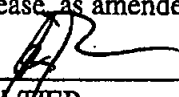
RANCH EVENTS INC.,
a California corporation

By: 412
Name: JASON PELTIER
Title: PRES
Date: 9/19/2011

By: _____
Name: _____
Title: _____
Date: _____

GUARANTOR'S ACKNOWLEDGMENT AND CONSENT

The undersigned has entered into that certain Guaranty of Sublease dated June 20, 1997 (the "Guaranty"), whereby the undersigned has guaranteed the obligations of Tenant (as defined in the Guaranty) under the Sublease (as defined in the Guaranty) as provided in the Guaranty. The undersigned (a) has read, understands and consents to the terms of the Assignment of Sublease and Third Amendment to Sublease (the "Third Amendment") to which this Guarantor's Acknowledgement and Consent is attached, (b) acknowledges that the terms of the Third Amendment may alter or increase the nature and scope of the undersigned's obligations under the Guaranty, and (c) agrees that the Guaranty is hereby ratified, confirmed and shall remain in full force and effect and that all references to the Sublease contained in the Guaranty shall refer to the Sublease as amended by the Third Amendment.



JASON PELZER

9/19/2011

Social Security No.: 552-73-1781

SECOND AMENDMENT TO SUBLEASE

THIS SECOND AMENDMENT TO SUBLEASE (this "Second Amendment") is made as of the 20th of September, 2011, but retroactively effective as of June 1, 2011, by and between SCPT MARINA VILLAGE, LLC, a Delaware limited liability company ("Landlord"), and JASON PELTIER, an individual ("Tenant"), with reference to the following:

A. The Retirement Fund Trust of the Plumbing-Heating and Piping Industry of Southern California, Landlord's predecessor-in-interest under the Sublease, as herein defined ("Original Landlord"), and Tenant entered into that certain Sublease Agreement dated February 1, 1995 (the "Original Sublease"), as amended by (i) that certain First Amendment of Sublease dated February 16, 1995 (the "First Amendment"), between Original Landlord and Tenant, and (ii) that certain Amendment to Sublease dated August 28, 2009 ("Amendment"), between Original Landlord and Tenant (the Original Sublease, as amended by the First Amendment and the Amendment, is hereinafter referred to as the "Sublease"), for the sublease of certain premises (the "Premises"), consisting of approximately 2,000 square feet known as the "back room portion of the Baja Room," located at 1904 Quivira Road, San Diego, California and within the project commonly known as Marina Village, as more particularly described in the Sublease.

B. Landlord and Tenant desire by this Second Amendment to amend the Sublease in order to (i) extend the term of the Sublease, (ii) provide for a revised Base Rent, and (iii) further amend, modify and supplement the Sublease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease. Unless the context clearly indicates otherwise, all references to the "Sublease" in the Sublease and in this Second Amendment shall hereinafter be deemed to refer to the Sublease, as amended hereby.

2. **Extension of Term.** Landlord and Tenant acknowledge that the term of the Sublease is currently a month-to-month tenancy. Notwithstanding anything to the contrary contained in the Sublease, Landlord and Tenant agree that the term of the Sublease is hereby extended for a period of ninety-six (96) complete calendar months (the "Extension Term") commencing on June 1, 2011 (the "Extension Term Commencement Date") and ending on May 31, 2019, unless sooner terminated in accordance with the terms of the Sublease. Landlord and Tenant acknowledge and agree that, except as provided in Section 4 below, Tenant shall have no right or option to extend or otherwise renew the term of the Sublease beyond the Extension Term. In addition, any reference in the Sublease to the "term of the Sublease" or words of similar import shall mean the term of the Sublease together with the Extension Term, unless the context clearly indicates otherwise, and any reference in the Sublease to the "Expiration Date" or words of similar import shall mean May 31, 2019, unless the context clearly indicates otherwise.

3. **Base Rent for Extension Term.** Notwithstanding anything to the contrary contained in the Sublease, and in addition to all other amounts due and payable by Tenant in connection with the Sublease to be paid in the manner specified therein, including, without limitation, City Percentage Rent and Percentage Rent, and amounts due in connection with Tenant's indemnification, insurance, maintenance, repair and utility obligations, Tenant shall, commencing on the Extension Term Commencement Date, pay in the manner specified in the Sublease, Base Rent for the Premises as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
6/1/11 – 5/31/12	\$1,081.60	\$12,979.20
6/1/12 – 5/31/13	\$1,124.86	\$13,498.37
6/1/13 – 5/31/14	\$1,169.86	\$14,038.30
6/1/14 – 5/31/15	\$1,216.65	\$14,599.83
6/1/15 – 5/31/16	\$1,265.32	\$15,183.82
6/1/16 – 5/31/17	\$1,315.93	\$15,791.17
6/1/17 – 5/31/18	\$1,368.57	\$16,422.82
6/1/18 – 5/31/19	\$1,423.31	\$17,079.73

4. **Renewal Options.**

(a) Subject to Section 5 below, in addition to the Extension Term as set forth in this Second Amendment, Named Tenant (as defined in Section 5 below) shall have two (2) personal and non-transferable options to renew the term of the Sublease (individually, a "Renewal Option" and collectively, the "Renewal Options") for five (5) years each. The first (1st) renewal term shall begin on June 1, 2019 and the second (2nd) renewal term shall begin on June 1, 2024. Named Tenant shall have the right to exercise the Renewal Options conferred herein by giving Landlord written notice at least two hundred seventy (270) days, but not more than three hundred sixty-five (365) days, prior to the expiration of the Extension Term or first (1st) renewal term, as applicable.

(b) The Renewal Options shall be subject to all of the terms and conditions contained in the Sublease, except that Base Rent during each renewal term shall be increased on each June 1 during each renewal term (each, an "Adjustment Date"), commencing on June 1, 2019 or June 1, 2024, as applicable, to an amount equal to one hundred four percent (104%) of the Base Rent payable immediately prior to the applicable Adjustment Date.

(c) Failure of Tenant to properly exercise any Renewal Option herein granted shall be construed as a waiver of the Renewal Option herein granted, and the Sublease shall then terminate at the expiration of the Extension Term or first (1st) renewal term, as applicable.

5. **Rights Personal to Tenant.**

(a) As used in this Section, "Tenant's Rights" shall mean the Renewal Options granted to Tenant pursuant to Section 4 above. The Tenant's Rights are personal to Jason Peltier, an individual ("Named Tenant"), and may only be exercised by Named Tenant to the extent that Named Tenant, at the time of exercise and at the time such Tenant's

Right becomes effective, occupies the entire Premises without the intent of thereafter assigning the Sublease or subletting the Premises or any portion thereof and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than Named Tenant. The Tenant's Rights are not assignable separate and apart from the Sublease, nor may Tenant's Rights be separated from the Sublease in any manner, whether by reservation or otherwise.

(b) Notwithstanding anything to the contrary contained in any of the applicable sections granting such Tenant's Rights, Named Tenant shall not have the right to exercise such Tenant's Right and the exercise of such Tenant's Right may be nullified by Landlord and deemed of no force or effect if (i) Tenant shall be in default under the terms of the Sublease as of the exercise of such Tenant's Right or anytime after such exercise and prior to the commencement or effective date of such Tenant's Right, or (ii) Landlord shall have delivered to Tenant two (2) or more notices of default during any prior consecutive twelve (12) month period, whether or not such defaults were subsequently cured. Upon any termination of the Sublease or Tenant's right of possession to the Premises, all of Tenant's Rights shall terminate and be of no further force or effect.

6. **Landlord Termination Right.** Effective as of the date of this Second Amendment, the last two (2) sentences of Section 2 of the Original Sublease are deleted in thier entirety and shall have no further force or effect. Notwithstanding anything to the contrary in the Sublease, Landlord shall have the right, at any time, to terminate the Sublease upon not less than one hundred twenty (120) days prior written notice to Tenant. If Landlord terminates the Sublease pursuant to this Section 6, then on or before the effective date of such termination, Landlord shall pay to Tenant an amount equal to the unamortized balance, as of the effective date of such termination, of the lesser of (a) Tenant's out-of-pocket costs incurred for any alterations constructed by Tenant in the Premises during the Extension Term, and (b) \$100,000.00. Amortization pursuant to the preceding sentence shall be calculated using an amortization schedule for the number of months remaining in the Extension Term upon completion of such alterations, commencing as of the date of Tenant's completion of such Alterations, based upon equal monthly payments of principal and interest, with interest imputed on the outstanding principal balance at the rate of five percent (5%) per annum.

7. **Utility and Energy Usage.** By executing this Second Amendment, Tenant hereby authorizes Landlord to obtain information regarding Tenant's utility and energy usage at the Premises directly from the applicable utility providers and Tenant shall execute, within five (5) days of Landlord's request, any additional documentation required by any applicable utility provider evidencing such authorization. Further, (i) within five (5) days of Landlord's request, Tenant shall provide to Landlord all requested information regarding Tenant's utility and energy usage at the Premises, and (ii) within ten (10) days of the close of each calendar month during the term of the Sublease, Tenant shall deliver to Landlord copies of its utilities bills for the immediately preceding calendar month.

8. **Percentage Rent.** Effective as of the date of this Second Amendment, the reference to "fifteen (15) days" in the second (2nd) paragraph of Section 4 of the Original Sublease shall be deemed deleted and replaced with "five (5) days."

9. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it

accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

10. Tenant's Estoppel. Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Second Amendment, (a) Landlord is not in default in any respect under the Sublease; (b) Tenant does not have any defenses to its obligations under the Sublease; (c) there are no offsets against Base Rent or any other amounts due under the Sublease; (d) Landlord is holding the security deposit in the amount of \$2,000.00; and (e) Landlord has completed all improvements and paid all allowances required to be constructed or paid by Landlord in accordance with the terms of the Sublease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Second Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Second Amendment; and (iii) Landlord is relying on such representations in entering into this Second Amendment.

11. Confidentiality. Landlord and Tenant hereby agree to keep the terms of the Sublease and this Second Amendment and the negotiation of the Sublease and this Second Amendment confidential, and neither party shall disseminate or disclose such information to third parties except each party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Second Amendment.

12. Notices. Until such time as a party delivers written notice to the other of any change to any such address, the parties' addresses for notices under the Sublease shall be as follows:

To Landlord:

SCPT MARINA VILLAGE, LLC
c/o American Realty Advisors
801 North Brand Blvd., Suite 800
Glendale, California 91203
Attention: Stanley Iezman

To Tenant:

c/o Ranch Events Inc.
1895 Camino Del Rio South
San Diego, CA 92108

13. Entire Agreement. This Second Amendment contains the entire agreement and understanding between the parties concerning the subject matter of this Second Amendment and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Second Amendment. Wherever possible, each term of this Second Amendment shall be interpreted in such a manner as to be valid under applicable laws, rules, regulations and court authority, but if, notwithstanding the foregoing, any term of this Second Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms of this Second Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. **Brokers.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Second Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

15. **OFAC Compliance.**

(a) As used herein, "Blocked Party" shall mean any party or nation that (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "Order") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (ii) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) As a material inducement for Landlord entering into this Second Amendment, Tenant warrants and represents that none of Tenant, any affiliate of Tenant, any partner, member or stockholder in Tenant or any affiliate of Tenant, or any beneficial owner of Tenant, any affiliate of Tenant or any such partner, member or stockholder of Tenant (collectively, a "Tenant Owner"): (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Second Amendment, directly or indirectly, on behalf of any Blocked Party. Tenant shall immediately notify Landlord if any of the foregoing warranties and representations becomes untrue during the term of the Sublease.

(c) Tenant shall not: (i) transfer or permit the transfer of any interest in Tenant or any Tenant Owner to any Blocked Party; or (ii) make a transfer to any Blocked Party or party who is engaged in illegal activities.

(d) If at any time during the term of the Sublease (i) Tenant or any Tenant Owner becomes a Blocked Party or is convicted, pleads nolo contendere, or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering; (ii) any of the representations or warranties set forth in this Section become untrue; or (iii) Tenant breaches any of the covenants set forth in this Section, the same shall constitute a default. In addition to any other remedies to which Landlord may be entitled on account of such default, Landlord may immediately terminate the Sublease and refuse to pay any disbursements due to Tenant under the Sublease.

16. **ERISA.** Tenant has been informed that one or more pension plans may have an interest in the Property. Tenant hereby represents and warrants that it is not a party in interest to any plan, within the meaning of Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended.

17. **Unrelated Business Income/Rents from Real Property.** Landlord shall have the right at any time and from time to time to unilaterally amend the provisions of the Sublease with respect to monies to be paid to Landlord, if Landlord is advised by its counsel or its accounting firm that all or any portion of the monies paid by Tenant to Landlord under the Sublease (A) are, or may be deemed to be, unrelated business income within the meaning of the United States Internal Revenue Code of 1986, as amended, or regulations issued thereunder (the "Code"), and/or (B) no longer qualify, or there is risk that any such monies may not qualify, as "rent from real property" under the Code, and Tenant agrees that it will execute all documents or instruments necessary to effect such amendment or amendments, provided that (i) no such amendment shall result in Tenant having to pay, in the aggregate, more money on account of its occupancy of the Premises under the terms of the Sublease, as so amended, (ii) no such amendment shall result in any interference with Tenant's use and enjoyment of the Premises, (iii) no such amendment shall result in any amendment, alteration or impact on Tenant's non-monetary rights or obligations under the Sublease (including, but not limited to, Tenant's use of the Premises for the permitted use), and (iv) no such amendment shall result in Tenant receiving less services than it was then entitled to receive under the Sublease, or services of a lesser quality. Any services which Landlord is required to furnish pursuant to the provisions of the Sublease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or its property manager or its employees or by one or more third persons hired by Landlord or its property manager. Tenant agrees that upon Landlord's written request it will enter into direct agreements with Landlord's property manager or other parties designated by Landlord for the furnishing of any such services required to be furnished by Landlord under the Sublease, in form and content approved by Landlord and Tenant, provided however that no such contract shall result in (a) Tenant having to pay, in the aggregate, more money on account of its occupancy of the Premises under the terms of the Sublease, (b) any interference with Tenant's use and enjoyment of the Premises; (c) any amendment, alteration or impact on Tenant's non-monetary rights or obligations under the Sublease (including, but not limited to, Tenant's use of the Premises for the permitted use), and (d) Tenant, receiving less services than it was then entitled to receive under the Sublease, or services of a lesser quality.

18. **Ratification.** Landlord is the successor in interest to Original Landlord under the Sublease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Sublease. Except as specifically herein amended, the Sublease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Sublease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

19. **Headings.** The headings to sections of this Second Amendment are for convenient reference only and shall not be used in interpreting this Second Amendment.

20. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Second Amendment may be executed by a party's signature transmitted by

facsimile ("fax") or email or by a party's electronic signature, and copies of this Second Amendment executed and delivered by means of faxed or emailed copies of signatures or originals of this Second Amendment executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this Second Amendment by fax or email shall promptly thereafter deliver a counterpart signature page of this Second Amendment containing said party's original signature. All parties hereto agree that a faxed or emailed signature page or an electronic signature may be introduced into evidence in any proceeding arising out of or related to this Second Amendment as if it were an original wet signature page.

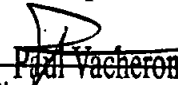
[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Second Amendment as of the date first above written.

LANDLORD:

SCPT MARINA VILLAGE, LLC,
a Delaware limited liability company *UNA 9/29/11*

By: FIRST FIDUCIARY REALTY ADVISORS, INC.,
a California corporation, its Manager

By: 
Name: Paul Vacheron
Title: Managing Director, Asset Management
Date: 9/29/11

TENANT:


JASON PELTIER
Social Security No.: 552-73-1781
Date: _____

CONSENT TO SECOND AMENDMENT TO SUBLEASE

RECITALS

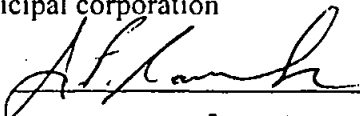
- A. RETIREMENT FUND TRUST OF THE PLUMBING-HEATING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA, now known as SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT FUND ("SUBLESSOR"), is the successor-in-interest to the lessee under that certain LEASE AGREEMENT (the "Master Lease") dated April 1, 1977, and recorded in the Office of the San Diego City Clerk as Document No. 759240 on May 11, 1977, by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as lessor, and HIGH FLYERS, LTD., a California limited partnership, as lessee.
- B. The Master Lease relates to certain CITY-owned real property identified in the Master Lease (the "Marina Village Property").
- C. Pursuant to that certain SUBLEASE AGREEMENT (the "Sublease") dated February 1, 1995, as amended by that certain FIRST AMENDMENT OF SUBLEASE dated February 16, 1995, by and between SUBLESSOR and JASON PELTIER, an individual doing business as "Ranch Catering" ("SUBLESSEE"), a portion of the Marina Village Property was subleased to SUBLESSEE.
- D. SUBLESSOR and SUBLESSEE have entered into that certain AMENDMENT TO SUBLEASE (the "Second Amendment") dated August 28, 2009, and have requested CITY'S consent thereto.

CONSENT

CITY hereby consents to the Second Amendment.

Date: 03/29/2010

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 

Name: James F. Barwick, CCIM

Title: Director, Real Estate Assets

Approved as to Form and Legality:

JAN I. GOLDSMITH, City Attorney

BY: 

Name: Brock Ladewig

Title: Deputy City Attorney

AMENDMENT TO SUBLEASE

THIS AMENDMENT TO SUBLEASE (this "Amendment") is made effective as of the 28th day of August, 2009, by and between THE RETIREMENT FUND TRUST OF THE PLUMBING-HEATING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA ("Sublandlord"), and JASON PELTIER, an individual, dba Ranch Catering ("Subtenant"), with reference to the following:

A. Sublandlord and Subtenant entered into that certain Sublease dated as of February 1, 1995 (the "Original Sublease"), as amended by that certain First Amendment to Sublease dated as of February 16, 1995 (the "First Amendment"), by and between Sublandlord and Subtenant (the Original Sublease, as amended by the First Amendment, is hereinafter referred to as the "Sublease"), for the lease of certain premises (the "Premises") known as the kitchen area of the Baja Room and consisting of approximately 2,000 rentable square feet in the building located at 1904 Quivera Road, San Diego, California, comprising part of that certain commercial, retail and marina complex commonly known and identified as "Marina Village" (the "Project") as more particularly described in the Sublease.

B. Sublandlord and Subtenant desire by this Amendment to amend the Sublease in order to (i) acknowledge Subtenant's holdover in the Premises, (ii) reinstate the term of the Sublease on a month-to-month basis, (iii) provide for a revised Base Rent, and (iv) further amend, modify and supplement the Sublease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease. Unless the context clearly indicates otherwise, all references to the "Sublease" in the Sublease and in this Amendment shall hereinafter be deemed to refer to the Sublease, as amended hereby.

2. **Extension of Sublease Term.** Sublandlord and Subtenant acknowledge that the term of the Sublease expired on January 31, 1998 and that Subtenant has been holding over in the Premises since such date. Notwithstanding Subtenant's holdover in the Premises or anything to the contrary contained in the Sublease, Sublandlord and Subtenant agree that the term of the Sublease is hereby affirmed, ratified and agreed by the parties to be on a month-to-month tenancy commencing on June 1, 2009 (the "Month-to-Month Commencement Date") and shall be terminable by either party upon thirty (30) days prior written notice to the other, unless sooner terminated in accordance with the terms of the Sublease.

3. **Base Rent.** Notwithstanding anything to the contrary contained in the Sublease, and in addition to all other amounts due and payable by Subtenant in connection with the Sublease to be paid in the manner specified therein, including, without limitation, Percentage Rent, City Percentage Rent, and amounts due in connection with Subtenant's indemnification, insurance, maintenance, repair and utility obligations, Subtenant shall, commencing on the

1/2 ~~OF PRIOR~~
BASE RENT

Month-to-Month Commencement Date, pay in the manner specified in the Sublease, Base Rent in the monthly amount of \$1,000.00 per month; provided, that so long as the Sublease has not been terminated, such amount shall be subject to a four percent (4%) increase on every anniversary of the Month-to-Month Commencement Date.

4. **Percentage Rent.** The first paragraph of Section 4 of the Original Sublease is hereby deleted in its entirety and replaced with the following:

In additional to Base Rent, Sublessee shall pay Sublessor, as additional rent, "**Percentage Rent**" monthly for each lease month during the term of the Sublease. Percentage Rent shall equal five percent (5%) of Sublessee's gross sales (net of sales tax) as defined by Paragraph 3 of the Master Lease ("**Gross Sales**"), which Gross Sales shall be exclusive of income allocable to sales within the Seaside Room, Catalina Room and the Marina Deli, which specific premises are subject to a separate agreement. All other sales of Sublessee within the Marina Village site, including without limitation, income contracted through the Marina Village Conference Center, shall be included in the Gross Sales of Sublessee with respect to this Sublease and shall be subject to Percentage Rent and City Percentage Rent in accordance with the terms of this Sublease.

5. **Use.** The parties agree that Lessee shall have no exclusive use rights with respect to the Premises, including without limitation, any exclusive catering rights with respect to events held in the Baja Room located at 1904 Quivera Way, San Diego, California. Accordingly, the second and third sentences of Section 6 of the Original Sublease are hereby deleted and of no further force or effect.

6. **Condition of Premises.** Subtenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Sublandlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Subtenant's business.

7. **Subtenant's Estoppel.** Subtenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Amendment, (a) Sublandlord is not in default in any respect under the Sublease; (b) Subtenant does not have any defenses to its obligations under the Sublease; (c) there are no offsets against Base Rent or any other amount payable in connection with the Sublease; (d) Sublandlord is holding the security deposit in the amount of \$2,000.00; and (e) Sublandlord has completed all improvements and paid all allowances required to be constructed or paid by Sublandlord in accordance with the terms of the Sublease, including, without limitation, any and all rent concessions provided for in Section 3 of the Original Sublease. Subtenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Sublandlord in entering into this Amendment; (ii) such representations are being made by Subtenant for purposes of inducing Sublandlord to enter into this Amendment; and (iii) Sublandlord is relying on such representations in entering into this Amendment.

8. **Confidentiality.** Sublandlord and Subtenant hereby agree to keep the terms of the Sublease and this Amendment and the negotiation of the Sublease and this Amendment confidential, and neither party shall disseminate or disclose such information to third parties except each party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Amendment.

Public
Record

9. **Notices.** Until such time as a party delivers written notice to the other of any change to any such address, the parties' addresses for notices under the Sublease shall be as follows:

To Sublandlord: c/o American Realty Advisors
801 North Brand Blvd., Suite 800
Glendale, California 91203
Attention: Stanley Iezman

To Subtenant: c/o Ranch Catering
3560 Mt. Acadia Blvd
San Diego, CA 92111
Attention: Jason Peltier

10. **Entire Agreement.** This Amendment contains the entire agreement and understanding between the parties concerning the subject matter of this Amendment and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Amendment. Wherever possible, each term of this Amendment shall be interpreted in such a manner as to be valid under applicable laws, rules, regulations and court authority, but if, notwithstanding the foregoing, any term of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. **Brokers.** Except with respect to Packard Realty, Inc., the broker involved in this Amendment, Subtenant hereby represents and warrants to Sublandlord that Subtenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Sublandlord or Subtenant to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Subtenant agrees to protect, defend, indemnify and hold Sublandlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

12. **ERISA.** Subtenant has been informed that a specified pension plan may have an interest in the Project. Subtenant hereby represents and warrants that it is not a party in interest to such plan, within the meaning of Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended.

13. **Ratification.** Sublandlord and Subtenant hereby ratify and confirm their respective rights and obligations under the Sublease. Except as specifically herein amended, the Sublease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Sublease and the terms of this Amendment, the terms of this Amendment shall control.

14. **Headings.** The headings to sections of this Amendment are for convenient reference only and shall not be used in interpreting this Amendment.

15. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

16. **OFAC Compliance.**

(a) As used herein, "**Blocked Party**" shall mean any party or nation that (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "**Order**") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"); or (ii) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) As a material inducement for Sublandlord entering into this Amendment, Subtenant warrants and represents that none of Subtenant, any affiliate of Subtenant, any partner, member or stockholder in Subtenant or any affiliate of Subtenant, or any beneficial owner of Subtenant, any affiliate of Subtenant or any such partner, member or stockholder of Subtenant (collectively, a "**Subtenant Owner**"): (i) is a Blocked Party; (ii) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (iii) has instigated, negotiated, facilitated, executed or otherwise engaged in this Amendment, directly or indirectly, on behalf of any Blocked Party. Subtenant shall immediately notify Sublandlord if any of the foregoing warranties and representations becomes untrue during the term of the Sublease.

(c) Subtenant shall not: (i) transfer or permit the transfer of any interest in Subtenant or any Subtenant Owner to any Blocked Party; or (ii) make a transfer to any Blocked Party or party who is engaged in illegal activities.

(d) If at any time during the term of the Sublease (i) Subtenant or any Subtenant Owner becomes a Blocked Party or is convicted, pleads nolo contendere, or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering; (ii) any of the representations or warranties set forth in this Section become untrue; or (iii) Subtenant breaches any of the covenants set forth in this Section, the same shall constitute a default under the Sublease. In addition to any other remedies to which Sublandlord may be entitled on account of such default, Sublandlord may immediately terminate the Sublease and refuse to pay any disbursements due to Subtenant under the Sublease.

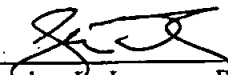
IN WITNESS WHEREOF, Sublandlord and Subtenant have caused their duly authorized representatives to execute this Amendment as of the date first above written.

SUBLANDLORD:

Southern California Pipe Trades Retirement Fund

CA
or
B

By: American Realty Advisors, a California corporation,
Its Investment Manager

By: 
Stanley E. Iezman, President and CEO
Scott Darling, Vice President

SUBTENANT:


Jason Peltier, dba Ranch Catering

FIRST AMENDMENT OF SUBLEASE

This First Amendment of Sublease ("First Amendment") to Marina Village Sublease is made by and between The Retirement Fund Trust of the Plumbing-Heating and Piping Industry of Southern California (Sublessor) and Jason Peltier d.b.a. Ranch Catering (Sublessee) effective this 16th day of February, 1995.

RECITALS

1. Sublessor and Sublessee entered into a written agreement dated February 1, 1995, ("Sublease"), for the sublease for certain space identified as "Premises" consisting of a portion of Marina Village more particularly described in Exhibits "A" of Sublease.
2. The Sublease is presently in full force and effect.
3. Sublessee is in possession of the subject premises.
4. To the best of the knowledge of Sublessee as of the date hereof, there exist no offsets, counterclaims or defenses of Sublessee under the Sublease against Sublessor and there exists no events that would constitute a basis for any such offsets, counterclaims or defenses upon the lapse of time or the giving of notice, or both.
5. The Sublease constitutes the entire present agreement between Sublessor and Sublessee with respect to the premises and the rights and obligations of the Sublessor and Sublessee in connection with the premises.
6. The Sublessor and Sublessee wish to amend the Sublease.

TERMS OF AMENDMENT

Now, therefor, in consideration of mutual covenants and conditions set forth herein, the Sublessor and Sublessee agree as follows:

- A. Recitals: All of the Recitals set forth hereinabove are incorporated herein by this reference and made a part of this First Amendment. Paragraph B, C, D and E of this amendment apply only to the additional premises rented as a part of this Amendment.
- B. Sublease of Premises: Sublessor hereby subleases to Sublessee and Sublessee hereby hires from Sublessor additional premises located at Marina Village on Mission Bay,

1842 Quivira Way, San Diego, California, the entry, dining and patio areas of Building 1904 (Baja Room). Sublessor shall obtain written consent of the City (acting by and through its City Manager) to this Sublease Amendment required under Section (D) 21 of the Master Lease.

C. Term: The term of the First Amendment to Sublease for the additional premises is February 16, 1995 through May 19, 1995.

D. Rent: For the additional premises, Sublessee hereby agrees to pay, in addition to rents outlined in the Sublease Agreement, without abatement, deduction or offset other than as specified in this paragraph, rent in the amount of Twenty Five Thousand Dollars (\$25,000) pro-rated monthly, in advance, on or before the tenth (10th) day of each month, with the first months rent due and payable upon execution of this Amendment. Rent concessions of up to \$5,000 will be allowed for authorized Sublessee improvements in establishing an America's Cup decor for the Baja Room dining areas. Sublessee improvements must be approved in writing by Sublessor. Sublessee acknowledges that sublessee improvements hereby become the property of the Sublessor.

E. Use: Sublessee shall use the premises, Building 1904, for the purposes of restaurant and bar operations and are subject to the provisions of the Sublease and Master Lease.

F. Consent of Lessor: The efficacy of this First Amendment of Sublease is expressly conditioned upon the parties obtaining written approval of the City of San Diego as Lessor to the contents hereof. A true and correct copy of such approval shall be attached to this First Amendment when obtained.

This First Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Nothing in this First Amendment shall be deemed to waive or modify any of the provisions of the Sublease except as expressly stated herein.

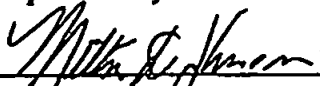
The provisions of the First Amendment shall bind and inure to the benefits of the heirs, representatives, successors and assigns of the parties hereto.

This First Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, this First Amendment is entered into by parties as the day and year first written above.

SUBLESSOR:

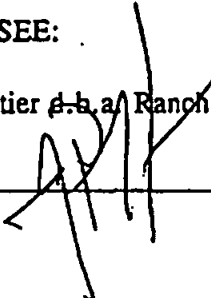
The Retirement Fund Trust of the Plumbing-Heating
and Pipe Industry of Southern California

By: 

Its: ADMINISTRATOR

SUBLESSEE:

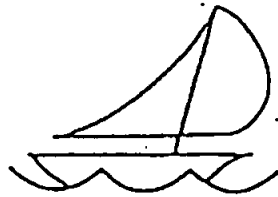
Jason Peltier d.b.a. Ranch Catering

By: 

Marina Village

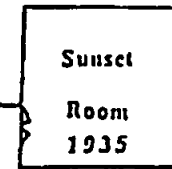
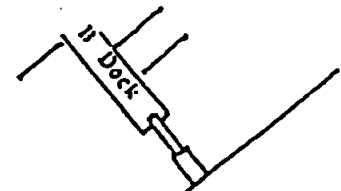
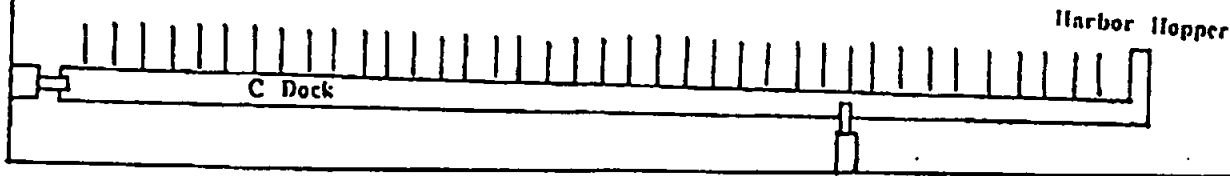
Special Events & Conference Center

1936 Quivira Way San Diego, Ca 92109
(619) 222-1620



1840-
1842

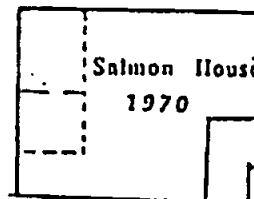
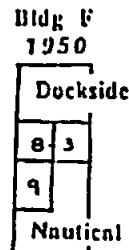
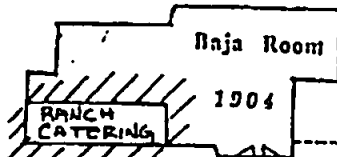
MISSION BAY



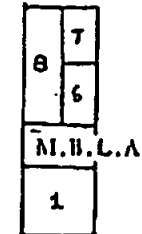
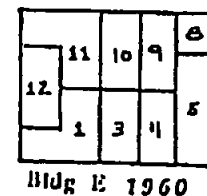
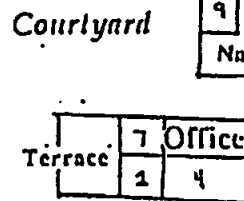
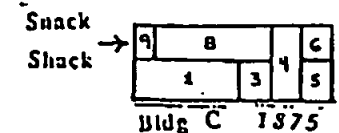
Bldg A 1925



Bldg 1843



Courtyard



Bldg D 1945

Conference Center Office
1936

PARKING

PARKING

QUIVIRA WAY

QUIVIRA ROAD

EXHIBIT "A"