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CITY OF SAN DIEGO
CONSENT TO SUBLEASE

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of June 1, 2013 (the "Effective Date"), as follows:

City, as lessor, and YMCA OF SAN DIEGO COUNTY, a California nonprofit corporation ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego city Clerk on July 31, 1980 and amended September 14, 1992 as set forth in documents filed in the Office of the "San Diego City Clerk as Nos. RR-767831 and RR-280640 and relating to certain City-owned property located as 5005 Friars Road, San Diego, CA 92110 (the "Premises").

LESSEE, as sublessor, and Reza Godarz dba Shiraz Coffee & Deli, a California corporation ("Sublessee"), as sublessee, are parties to that certain SUBLEASE dated September 14, 2009, relating to a portion of the Master Lease Premises located at 5005 Friars Road, San Diego, California 92110 (the "Sublease Premises").

CITY hereby consents to LESSEE'S subleasing the Sublease Premises to Sublessee, provided all of the following conditions are and remain true throughout the term of the Sublease:

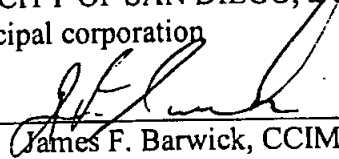
- (a) The Sublease is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not be bound by any term or condition in the Sublease which in any way conflicts with CITY'S rights or would otherwise result increasing CITY'S obligations under the Master Lease.

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- (c) In addition to all other rents and amounts due CITY pursuant to the Master Lease. CITY shall receive from LESSEE Two Hundred Fifty dollars (\$250.00) monthly in advance with an annual three percent (3%) increase annually.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

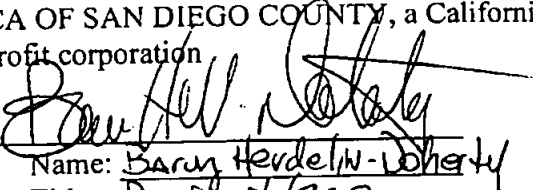
THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 

James F. Barwick, CCIM
Real Estate Assets Director

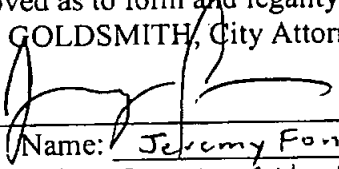
Acknowledged and agreed to by LESSEE:

YMCA OF SAN DIEGO COUNTY, a California
nonprofit corporation

BY: 

Name: Barry Herdew-Doherty
Title: President/CEO
Date: 8.7.13

Approved as to form and legality:
JAN I GOLDSMITH, City Attorney

By: 

Name: Jeremy Fonseca
Title: Deputy City Attorney
Date: 8/9/13

REC'D SEP 17 2010

YMCA of San Diego County
Facility Use Agreement

This agreement is for the non-exclusive use of certain facilities located at the Mission Valley (branch or department) of the YMCA of San Diego County, a California nonprofit public benefit corporation (YMCA), by Raza Godarzi dba SHIRAZ Coffee + Deli (the User).

The specific facilities to be used are: Guest Bar & Storage

The facilities are to be used during the time period of 10-1-10 - 9-30-'15

The User will pay the YMCA a fee for the use of the facilities in the following manner: \$ No rent

Additional terms and conditions: No Vending Machines - Only employees (No shared ymca staff) neatly dressed

Either party may terminate this agreement without cause by notifying the other party in writing one (1) week prior to the effective date of termination. YMCA may immediately terminate this agreement for good cause.

This agreement is specific to the User and is not transferable or assignable, in whole or in part, to any other person or entity. The User shall obey all applicable YMCA rules and the directions of any YMCA employee in connection with the use of the facilities. The User shall not violate any governmental law or regulation in or about the facilities. The User shall not bring or allow to be brought any materials or substances onto the facilities that are considered hazardous under any governmental rule or guideline. The User shall not allow any open fires, consumption of alcohol or smoking on the facilities. The User shall leave the facilities in a clean and orderly condition. The facilities shall be restored by the User to the original condition should any alterations or changes occur during the time of use.

The User shall defend, indemnify and hold the YMCA, its officers, directors and employees, harmless from all claims, liability, loss or damages from any cause that may arise from the use of the YMCA's facilities by the User, its employees, representatives or invitees.

The User shall provide Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage, and shall name "YMCA of San Diego County" as an additional insured. Such insurance shall be primary and noncontributing with any other insurance in effect for the YMCA. A Certificate of Insurance and Additional Insured endorsement showing proof of such coverage shall be given to the YMCA prior to the commencement of any facility use.

Dated: 9-14-09

Dated: 9-21-2010

YMCA of San Diego County

The User

By: [Signature]
Branch Executive Director

By: [Signature]
(signature)

Title: owner

By: [Signature]
Chief Operating Officer

Address: 5505 Emerald Road

Phone: 458-382-5357

Note: Attach Certificate of Insurance, with Additional Insured endorsement, to this Agreement before submitting to the Corporate Office for approval.

Rev. 11/03