

CONSENT AGREEMENT TO SUBLET OF SUBLEASE

The City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement dated December 28, 1973 and filed in the office of the City Clerk as Document No. 745923 ("Master Lease") entered into with James R. Simpson, and subsequently amended and assigned to

SPORTS ARENA VILLAGE, LTD.

("LESSEE"), consented to that certain standard retail lease ("Sublease") currently between the above LESSEE ("SUBLESSOR") and

OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company

("SUBLESSEE") dated October 27, 1999, pursuant to a Consent to Sublease Agreement. The CITY hereby consents to that certain Sublease ("Sub-Sublease") between the above SUBLESSEE and

PHIL'S BBQ POINT LOMA, INC.

("SUB-SUBLESSEE") dated June 1, 2006, for the sublet of the subleased premises. Said SubSublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the Sub-Sublease and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sub-Sublease. The CITY is not bound by any term or condition in the Sub-Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUB-SUBLESSEE shall not assign the Sub-Sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: SUB-SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE, SUBLESSEE, and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBSUBLESSEE, his agents and invitees; provided, however, SUB-SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: SUB-SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE, SUBLESSEE, and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be two million dollars (\$2,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance

company. Prior to each insurance renewal period, LESSEE or SUB-SUBLESSEE shall submit to CITY a copy of the new insurance policy.

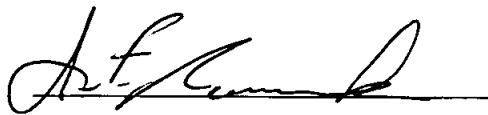
LEGAL PROCEEDINGS: Should it become necessary for LESSEE, SUBLESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees.

SUBORDINATION: The Sub-Sublease is in effect a sub-sublease of a portion of the premises covered by the Master Lease between the SUBLESSOR herein and the CITY. This agreement and the Sub-Sublease are subject and subordinate to the covenants and conditions of said Master Lease notwithstanding any provision hereof contrary to or in conflict with this agreement or the Sub-Sublease.

LESSOR:

THE CITY OF SAN DIEGO

Dated: 6/23/06

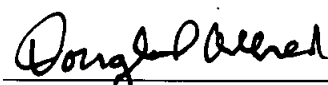


Deputy Director Real Estate Assets
Department for the City Manager

SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

Dated: _____

By: 
Name: DOUGLAS O. ALRED
Title: PRESIDENT

SUBLESSEE:

OCB RESTAURANT COMPANY,
LLC, a Minnesota limited liability
company

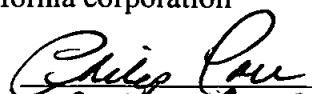
Dated: June 1, 2006

By: 
Name: R. Michael Andrews
Title: CEO

SUB-SUBLESSEE:

PHIL'S BBQ POINT LOMA, INC.,
a California corporation

Dated: 6/23/06

By: 
Name: PHILIP PRICE
Title: PHIL

**CORRECTION PAGE
TO
CONSENT AGREEMENT TO
AGREEMENT REGARDING LEASE ASSUMPTION AND EXTENSION**

This page corrects, nunc pro tunc, the signature block of Sports Arena Village, Ltd. (Sports Arena) which appears on page 2 of the Consent Agreement To Agreement Regarding Lease Assumption And Extension among The City of San Diego (City), Sports Arena, OCB Restaurant Company, LLC (Sublessee), and Phil's B.B.Q. Point Loma, Inc. (Sub-Sublessee), as follows:

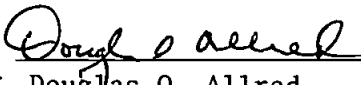
SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

By: SA VILLAGE GP, LLC,
a California limited liability company,
its General Partner

By: ALLRED CONSTRUCTION
COMPANY, a California
corporation, its Managing Member

Dated: June 27, 2006

By: 
Name: Douglas O. Allred
Title: President

APPROVED AS TO FORM AND
LEGALITY:

Michael J. Aguirre, City Attorney

Dated: 6/23/06

By: MORTON PAPER

Name: [Signature]

Title: Deputy City Attorney

(Consent Agmt to Sublet of Sublet
to Phil's B&B)

CONSENT AGREEMENT TO
AGREEMENT REGARDING LEASE ASSUMPTION AND EXTENSION

The City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement dated December 28, 1973 and filed in the office of the City Clerk as Document No. 745923 ("Master Lease") entered into with James R. Simpson, and subsequently amended and assigned to

SPORTS ARENA VILLAGE, LTD.

("LESSEE"), consented to that certain standard retail lease ("Sublease") between the above LESSEE ("SUBLESSOR") and

OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company

("SUBLESSEE") dated October 27, 1999, pursuant to a Consent to Sublease Agreement.

The CITY is concurrently consenting to that certain Sublease ("Sub-Sublease") dated June 1, 2006 between the above SUBLESSEE and

PHIL'S BBQ POINT LOMA, INC., a California corporation

("SUB-SUBLESSEE") for the sublet of the subleased premises pursuant to a Consent Agreement To Sublet Of Sublease.

Concurrently, LESSEE, SUBLESSEE and SUB-SUBLESSEE are entering into that certain Agreement Regarding Lease Assumption And Extension ("Agreement") whereby on the expiration or earlier termination of the original term of the Sublease, SUB-SUBLESSEE will have the right to exercise the option(s) to extend the term of the Sublease and to become the SUBLESSEE under the Sublease, and SUBLESSEE will be released from further liability under the Sublease, all as more particularly set forth in the Agreement.

CITY hereby consents to the Agreement. Said Agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving the Agreement and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Agreement. The CITY is not bound by any term or condition in the Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUB-SUBLESSEE shall not assign the Agreement or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: SUB-SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE, SUBLESSEE, and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUB-SUBLESSEE, his agents and invitees; provided, however, SUB-SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: SUB-SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE, SUBLESSEE, and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be two million dollars (\$2,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company. Prior to each insurance renewal period, LESSEE or SUB-SUBLESSEE shall submit to CITY a copy of the new insurance policy.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE, SUBLESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees.

SUBORDINATION: SUB-SUBLESSEE's occupancy under the Agreement will in effect be a sublease of a portion of the premises under the Master Lease between the SUBLESSOR herein and the CITY. The Agreement is subject and subordinate to the covenants and conditions of said Master Lease notwithstanding any provision hereof contrary to or in conflict with said agreement.

LESSOR:

THE CITY OF SAN DIEGO

Dated: 6/23/06

By: [Signature]
Name: J.F. BARWICK
Title: DIRECTOR

SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

Dated: 6-23-06

By: [Signature]
Name: DOUGLAS O. ALLEN
Title: PRESIDENT

SUBLESSEE:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

Dated: June 1, 2006

By: [Signature]
Name: R. Michael Andrews
Title: CEO

SUB-SUBLESSEE:

PHIL'S BBQ POINT LOMA, INC.,
a California corporation

Dated: 6/23/06

By: [Signature]
Name: Philip PACE
Title: Pres.

APPROVED AS TO FORM AND
LEGALITY:

Michael J. Aguirre, City Attorney

Dated: 6/23/06

By: [Signature]
Name: Morton Papp
Title: Deputy City Attorney

SUBLEASE

1. **PARTIES.** This Sublease (the "Sublease"), dated as of June 1, 2006, is made between and **OCB RESTAURANT COMPANY, LLC**, a Minnesota limited liability company, whose address is 1460 Buffet Way, Eagan, Minnesota 55121 ("Sublessor") and **PHIL'S B.B.Q. POINT LOMA, INC.**, a California corporation, whose address is 3750 Sports Arena Boulevard, Building D, Suites 11-14, San Diego, CA 92110 ("Sublessee") who will operate the business at the Premises described below in the trade name(s) of "Phil's BBQ", "Phil's Barbeque", "Phil's BBQ Point Loma, Inc.". If there is hereafter more than one party liable as Sublessee, the obligations hereunder imposed shall be joint and several.

2. **PRIOR LEASE(S).**

2.1 **Land Lease.** Sports Arena Village LTD, a California limited partnership ("Sports Arena") holds the interest of the lessee under a written lease dated December 28, 1973, wherein The City of San Diego, a municipal corporation ("City"), leased to Sports Arena certain real property described therein ("Land") located in San Diego CA. Said lease, as modified, is herein referred to as the "Land Lease."

2.2 **OCB Lease.** Sublessor holds the interest of the lessee under a written lease dated October 27, 1999, wherein Sports Arena leased to Sublessor certain space containing approximately 6,752 square feet ("Premises") located in Sports Arena Village, San Diego CA. Said lease, as modified, is herein referred to as the "OCB Lease" and is attached hereto as Exhibit A. Capitalized terms not otherwise defined in this Sublease shall have the meanings assigned to them in the OCB Lease.

2.3 **HOMEFIRE Lease.** Sublessor holds the interest of the lessor under a written sublease dated June 24, 2004, wherein SUBLESSOR leased to HOMEFIRE Restaurants, Inc., a Delaware corporation ("HOMEFIRE") the Premises (the "HOMEFIRE Lease"). The HOMEFIRE Lease will terminate concurrently with the Commencement Date of this Sublease.

3. **PREMISES.** Subject to the terms and conditions of this Sublease, Sublessor hereby subleases to Sublessee on the terms and conditions set forth in this Sublease the Premises, for the lease term specified below.

4. **WARRANTY BY SUBLESSOR.** Sublessor warrants and represents to Sublessee (i) that Sublessor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the OCB Lease; (ii) that Sublessor has no knowledge of any claim by Sports Arena that Sublessor is in default or breach of any of the provisions of the OCB Lease; (iii) that to Sublessor's actual knowledge, there are no municipal violations or the violations of law pending against Sublessor or the Premises; and (iv) that Sublessor holds the entire lessee's interest under the OCB Lease free from any prior claim or lien or encumbrance excepting only those prior claimants, lienholders or encumbrancers who have delivered to Sublessee documentation in form and substance reasonably satisfactory to and approved in writing by Sublessee consenting to and recognizing this Sublease and agreeing not to disturb Sublessee's quiet enjoyment of the Premises or other rights granted under this Sublease so long as Sublessee is not in default under this Sublease beyond the period for cure after notice allowed Sublessee under this Sublease. Sublessor shall exercise reasonable best efforts to assist Sublessee to cause Sports Arena to perform its obligations under the OCB Lease for the benefit of Sublessee.

5. **TERM AND DELIVERY OF PREMISES.**

5.1 **Term.** The term of this Sublease (the "Term") shall be as follows:

5.1.1 The Term of this Sublease shall commence (the "Commencement Date") as of

the later to occur of:

- (i) 12:01 A.M. on the day that immediately follows the day on which Sublessor delivers each of the following to Sublessee: (A) the consents from Sports Arena and/or the City, as applicable, to this Sublease; and (B) estoppels from Sports Arena and/or the City, as applicable, reasonably satisfactory to Sublessee with respect to the status of their respective leases (hereinafter items (A) and (B) shall be together referred to as the "Consents"); or
- (ii) 12:01 A.M. on the day that immediately follows the date on which Sublessor delivers exclusive possession ("Possession") of the Premises (as that term is hereinafter defined) to Sublessee.

5.1.2 The Term of this Sublease shall end as of 11:59 P.M., December 30, 2009 (the "Termination Date"), unless sooner terminated in accordance with the provisions of this Sublease.

5.2 Delay. If, for any reason beyond Sublessor's reasonable control, Sublessor does not deliver Possession and the Consents to Sublessee on June 1, 2006, then (i) Sublessor shall not be subject to any liability for such failure, (ii) the Termination Date shall not be extended by the delay, and (iii) the validity of this Sublease shall not be impaired. Notwithstanding the foregoing, if Sublessor does not deliver Possession and the Consents to Sublessee by June 1, 2006, Sublessee or Sublessor shall have the right to terminate this Sublease by providing written notice to the other party of its intent to terminate. Said notice shall set forth an effective date for such termination which shall be at least ten (10) days after delivery of said notice (the "Effective Date"). If Sublessor delivers Possession and the Consents to Sublessee on or before such Effective Date, this Sublease shall remain in full force and effect and the above-referenced termination notice shall be deemed cancelled without any further action required of either party. If, however, Sublessor fails to deliver Possession and the Consents to Sublessee on or before the Effective Date, this Sublease shall be terminated and shall thereafter be of no further force or effect. Upon termination of this Sublease pursuant to this Section 5.2, Sublessor shall return to Sublessee all consideration previously paid by Sublessee to Sublessor on account of this Sublease and neither party shall owe any further duties or obligations to the other party under this Sublease.

5.3 Delivery of Estoppel. Sublessee will execute and deliver to Sublessor the Estoppel attached hereto as Schedule #1 within five (5) days following delivery of Possession of the Premises.

6. RENT. All rental payments due under the terms of this Sublease (including but not limited to Minimum Rent and Additional Rent as referenced below) shall commence June 1, 2006 (the "Rent Commencement Date"). Prior to the Rent Commencement Date, HOMEFIRE will be responsible for paying Rent (as defined below) under the HOMEFIRE Lease that accrues as and when due so that there will be no "rent gap" to OCB or Sports Arena. Thereafter throughout the term of the OCB Lease, provided that such shall not limit Sublessee's obligation to pay Sublessor such rental payments under this Sublease, Sublessor shall continue to pay over to Sports Arena all Rent payments paid by Sublessee to Sublessor.

6.1 Minimum Rent. From and after the Rent Commencement Date, Sublessee shall pay to Sublessor, without deduction, setoff, notice, or demand, at 1460 Buffet Way, Eagan, Minnesota 55121, Re: #333 Sublease, Attn: Lease Administrator, or at such other place as Sublessor shall designate from time to time by at least thirty (30) days' advance written notice to Sublessee, all Minimum Rent charged to the Premises by Sports Arena during the term of this Sublease (pursuant to the OCB Lease).

The Minimum Rent shall be payable in equal monthly installments of one-twelfth of the annual Minimum Rent, on or before the first day of each month in advance, without deductions or setoff whatsoever, except as provided in this Sublease. For Partial Lease Years or partial lease months, Minimum Rent shall be prorated as provided in Section 6.9 of this Sublease.

6.2 Operating Costs. If the OCB Lease requires Sublessor to pay to Sports Arena all or a portion of the expenses of operating the building, shopping center, development and/or project of which the Premises are a part ("Operating Costs"), including but not limited to taxes, utilities, insurance or any merchants association fees or dues, then Sublessee shall pay to Sublessor, from and after the Rent Commencement Date, as additional rent on a monthly basis (the "Additional Rent"), the following amounts as additional rent the following amounts:

- (i) all Taxes charged to the Premises by Sports Arena during the remainder of the Term of this Sublease (pursuant to the OCB Lease); and
- (ii) all Shopping Center Operations Expenses charged to the Premises by Sports Arena during the remainder of the term of this Sublease (pursuant to the OCB Lease); and
- (iii) all merchants association costs (if any) charged to the Premises by Sports Arena during the remainder of the Term of this Sublease (pursuant to the OCB Lease).

If the OCB Lease provides for the payment by Sublessor of Operating Costs on the basis of an estimate thereof, then as and when adjustments between estimated and actual Operating Costs are made under the OCB Lease, the obligations of Sublessor and Sublessee hereunder shall be adjusted in a like manner; and if any such adjustment shall occur after the expiration or earlier termination of the Term, then the obligations of Sublessor and Sublessee under this Subsection 6.2 shall survive such expiration or termination and the parties shall adjust and reconcile such amounts in a manner consistent with this Sublease. Sublessor shall furnish Sublessee with copies of all applicable statements submitted by Sports Arena of actual or estimated Operating Costs during the Term together with Sublessor's notice to Sublessee of the amount(s) claimed for Operating Costs.

6.3 Intentionally Deleted.

6.4 Interest and Late Charges. All Rent and any other payments due and payable from Sublessee to Sublessor not paid within five (5) days after the date due will bear interest from the due date until fully paid at the rate provided in the OCB Lease for late payment by Sublessor, or the highest legal rate, whichever is less. In addition, Sublessor may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment, to reimburse Sublessor for the costs of collecting the overdue payment. Sublessee shall pay the late charge upon demand by Sublessor. Sublessor may levy and collect a late charge in addition to all other remedies available for Sublessee's default, and collection of a late charge shall not waive the breach caused by the late payment.

6.5 Rent, No Offsets. All payments required to be paid by Sublessee under this Sublease will constitute rent ("Rent"). All Rent shall be paid by Sublessee without set-off, offset, abatement, or deduction of any kind, except as otherwise expressly contained in this Sublease.

6.6 Partial or Delinquent Payments. Payment by Sublessee or receipt by Sublessor of any amount less than the Rent or other charges due from Sublessee, or any endorsement or statement on any check or letter accompanying any check or rent payment, shall not in any event be deemed an accord and satisfaction. Sublessor may accept such check or payment without prejudice to Sublessor's right to recover the balance of such rental or pursue any other remedy provided in this Sublease. Any payments required under this Sublease, which are not paid on or before the date for payment in this Sublease (subject to any permitted grace period or notice requirement) shall be considered delinquent.

6.7 OCB Lease Rent Payments. Notwithstanding any other provision contained in this Sublease, Sublessor will be responsible for paying: (i) all Rent and other amounts owed to Sports Arena which come due under the OCB Lease, from the rent payments received from the Sublessee. In the event Sublessee is in default hereunder beyond applicable notice and/or cure periods, Sublessor shall not be obligated to advance from its own funds the corresponding payments required by the terms of the OCB Lease until payment is received from Sublessee and such default under this Sublease is cured. In the event

Sublessee is delinquent in making payments to Sublessor and Sublessor consequently incurs any penalties, charges or other expenses on account of the OCB Lease on account of Sublessee's failing to make such payment, the amount of such penalties, charges and expenses paid by Sublessor to Sports Arena pursuant to the OCB Lease shall be added to the rental obligations of Sublessee and shall be immediately payable by Sublessee to Sublessor.

6.8 **Net Lease.** It is the intent and effect of this Sublease that rental paid by Sublessee shall be an absolute net return to Sublessor. The provisions of this Section will not, however, be construed to modify the express agreement between the parties with respect to the matters stated in Section 6.7 (concerning payment of Rent on the OCB Lease).

6.9 **Proration.** Whenever this Sublease provides that payments of Rent, or any limitation thereon, are to be prorated (the "**Prorated Sum**"), for a partial lease year, the Prorated Sum shall be prorated at a rate of one-twelfth of the yearly sum scheduled for that partial lease year for each month, and for a partial lease month the Prorated Sum shall be prorated at a rate of one-thirtieth of the monthly Prorated Sum, for each day, and shall be payable, in advance, on the first day of the partial lease month.

7. **SECURITY DEPOSIT.** Sublessee shall, no later than the Commencement Date, pay to Sublessor the sum of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00) ("**Security Deposit**") as a security deposit to secure Sublessee's performance under this Sublease, receipt of which is hereby acknowledged. Said Security Deposit has been paid by transferring for the benefit of Sublessee the remaining balance of the Security Deposit set forth in the HOMEFIRE Lease, which remaining balance is hereby acknowledged and agreed to be One Hundred Sixteen Thousand Dollars and No/100 Dollars (\$116,000.00). HOMEFIRE hereby transfers to Sublessee all of its right, title and interest in the remaining balance of the Security Deposit set forth in the HOMEFIRE Lease, and Sublessee directs Sublessor to apply said balance to Sublessee's Security Deposit obligations in this Sublease. If Sublessee fails to pay Rent or other charges when due under this Sublease, or fails to perform any of its other obligations hereunder, and such failure continues beyond the applicable period for cure after notice from Sublessor allowed by this Sublease, Sublessor may use or apply all or any portion of the Security Deposit for the payment of any rent or other amount then due hereunder and unpaid, for the payment of any other sum for which Sublessor may become obligated by reason of Sublessee's default or breach, or for any loss or damage sustained by Sublessor as a result of Sublessee's default or breach, including, but not limited to real estate brokerage commissions, attorneys' fees and any other out-of-pocket expenses reasonably incurred by Sublessor. If Sublessor so uses any portion of the Security Deposit, Sublessee shall, within ten (10) days after written demand by Sublessor, restore the Security Deposit to the full amount originally deposited, and Sublessee's failure to do so shall constitute a default under this Sublease. Sublessor shall not be required to keep the Security Deposit separate from its general accounts, and shall have no obligation or liability for payment of interest on the Security Deposit. In the event Sublessor assigns its interest in this Sublease, Sublessor shall deliver to its assignee so much of the Security Deposit as is then held by Sublessor that has not been applied by Sublessor as provided in this Sublease, provided Sublessor shall continue to be responsible to Sublessee for a full accounting of the Security Deposit consistent with this Sublease. Sublessor shall refund the entire Security Deposit to Sublessee, less any funds that have been applied by reason of Sublessee's default or breach no later than January 31, 2010.

8. **USE OF PREMISES.** The Premises shall be used and occupied only for a BBQ-style restaurant or any other restaurant use allowed by the OCB Lease which, at the option of Sublessee and subject to applicable laws and governmental regulation, may serve beer and wine for on-site consumption, provided Sublessee satisfies any requirements or restrictions in the OCB Lease on such sales, and has and maintains a valid license for such sale, and carries "dram shop" liability insurance covering Sublessee, Sublessor and Sports Arena in the amount of not less than \$3,000,000 and otherwise acceptable in form and substance acceptable to Sublessor), and for no other use or purpose. Sublessee shall use the name "Phil's BBQ" or variations thereof" for its operations on the Premises.

9. **UTILITIES.** All utilities (including, without limitation, gas, water, sewer, telephone, electricity or any other utility services) are separately metered to the Premises. Sublessee shall separately contract

with the utility providers and pay all utility charges for utilities to the Premises from and after Possession of the Premises is delivered to Sublessee. In addition, Sublessee shall, at Sublessee's sole cost and expense, separately contract for regular trash removal.

10. ASSIGNMENT AND SUBLETTING. Sublessee shall not assign, encumber, pledge, hypothecate, or convey this Sublease or Sublessee's leasehold estate, or sublet any portion of the Premises, or license the use of any portion of the Premises, or otherwise transfer any interest in the Premises (whether voluntary, involuntary, by operation of law or otherwise) (all of the foregoing events are collectively, a "transfer"), without the prior written consent of Sublessor (and, to the extent required by the OCB Lease, Sports Arena, and to the extent required by the Land Lease, City). Sublessor's consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Sublease, Sublessee may assign its interest or sublet all or part of the Premises to an entity controlling, under common control with, or controlled by Sublessee (each, an "Affiliate") without Sublessor's consent. If Sublessee is a corporation that is not publicly traded on a recognized stock exchange, any transfer of a controlling interest in the stock of Sublessee other than to an Affiliate shall be deemed a transfer of this Sublease. Any attempted transfer without consent where such consent is required by this Sublease shall be null and void and, at the option of Sublessor, will cause termination of this Sublease. If Sublessee requests consent to a proposed transfer or other matter requiring Sublessor's consent or approval, Sublessee or the prospective transferee will pay a review fee of \$500 when consent is granted or any amount required to be paid pursuant to the OCB Lease or Land Lease.

If Sublessee desires to transfer any interest in this Sublease pursuant to this Section 10, Sublessee shall, in each instance, notify Sublessor at least 30 days before the effective date of such intended transfer. Sublessee's notice will contain reasonable detail concerning the nature of the proposed transaction, the date thereof, the identity of the transferee and nature of its business, the financial worth of the transferee and its prior business experience (if applicable), the transferee's business and financial references, and such financial statements and other information as Sublessor reasonably may require. A condition to any assignment of this Sublease, whether or not Sublessor's consent is required, is that the transferee shall agree in writing for the benefit of Sublessor to be bound by and to comply with the terms of this Sublease (except that this sentence will not apply to any lender who only holds a secured interest in Sublessee's personal property) for obligations accruing from and after the effective date of the assignment.

The giving of such consent in one instance shall not preclude the need for Sublessee to obtain Sublessor's consent to further transfers. If Sublessee makes any assignment of its interest in this Sublease, Sublessee and any guarantor(s) or co-obligors under this Sublease shall not be relieved of their respective obligations, but shall remain primarily and jointly and severally liable to Sublessor for performance of all such obligations.

11. OTHER PROVISIONS OF SUBLEASE. All applicable terms and conditions of the OCB Lease to the extent related to the Premises and/or Sublessee's use and occupation of the Premises during the Term are incorporated into and made a part of this Sublease as if Sublessor were the lessor thereunder, Sublessee the lessee thereunder, and the Premises the Premises, except (i) as expressly changed elsewhere in this Sublease and (ii) for each of the following:

11.1 The parties hereby acknowledge that Sublessee is not hereby obtaining, or licensing, any intellectual property rights from Sublessor and is not authorized to use the trade names "HomeTown Buffet," "HOMEFIRE Grill," "Soup'nSalad Unlimited" or any other trade names of Sublessor or HOMEFIRE. Prior to the Rent Commencement Date, Sublessee will be responsible for obtaining and installing its own identification signage, subject to the prior written consent of Sublessor (and, to the extent required by the OCB Lease, Sports Arena, or to the extent required by the Land Lease, City), which consent shall not be unreasonably withheld.

11.2 Sublessee agrees that it has inspected the Premises and accepts the Premises in "AS IS and WHERE IS" condition. Sublessor is performing no work to the Premises to prepare the same for occupancy by Sublessee.

11.3 All repair and maintenance responsibilities delegated in the OCB Lease to the Sublessor shall be the Sublessee's responsibility under this Sublease, to be performed by Sublessee at Sublessee's sole cost and expense without recourse against Sublessor and without set-offs of the Rent due herein.

11.4 Sublessee assumes and agrees to perform the lessee's obligations respecting the use or operation of the Premises under the OCB Lease to the extent arising during the Term, except that Sublessor will be responsible for paying rent owed to Sports Arena (in accordance with Section 6.7). Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the OCB Lease. If the OCB Lease terminates other than as a result of breach or default on the part of Sublessee or Sublessor, this Sublease shall also terminate and the parties hereto shall be released from any further liability or obligation under this Sublease. If, however, the OCB Lease terminates as a result of a default or breach on the part of either Sublessee or Sublessor with respect to the Premises or performance required of either party hereunder, the default provisions set forth in Section 13 of this Sublessee shall apply. Notwithstanding the foregoing, if the OCB Lease gives Sublessor any right to terminate the OCB Lease in the event of the partial or total damage, destruction, or condemnation of the Premises or the building or project of which the Premises are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder, provided that Sublessor and Sublessee shall have reasonably agreed in writing on such termination election beforehand.

11.5 Sublessee shall have the right to cure any default by Sublessor under the OCB Lease.

12. ATTORNEYS' FEES; NON-OCCUPANCY AND CONCESSION RECAPTURE. If Sublessor or Sublessee shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorney's fees.

13. DEFAULT. In the event of a party's default, the other party will be entitled to recover any and all damages that it may incur as a result of such default and may pursue any right or remedy permitted to a landlord/lessor or tenant/lessee, as applicable, under applicable law in the State in which the Premises is located, including (without limitation) as to the remedies available to Sublessor, repossession of the Premises, collection of rent and all attorneys' fees, brokerage commissions, and other costs related to the default and/or re-letting of the Premises, recovery of rent damages for the remainder of the Term of this Sublease, and, as to both parties, any other right or remedy permitted under this Sublease or applicable law.

14. AGENCY DISCLOSURE. Sublessor and Sublessee each warrant that they have dealt with no real estate broker in connection with this transaction. Sublessee warrants there are no additional claims for brokerage commissions or finder's fees in connection with this transaction. Sublessor and Sublessee respectively agree to indemnify the other against and hold it harmless from all liabilities to the extent arising from any such claim made by the indemnifying party. In the event that Broker represents both Sublessor and Sublessee, Sublessor and Sublessee hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

15. NOTICES. All notices, demands, requests, consents, approvals and other communications hereunder ("Notices") shall be in writing and delivered personally or by a nationally recognized overnight courier service or mailed (by registered or certified mail, return receipt requested, postage prepaid), addressed to the respective parties, as follows:

IF TO SUBLESSOR:

OCB Restaurant Company, LLC
1460 Buffet Way
Eagan, MN 55121
Attn: General Counsel
Telephone No.: 651-994-9608
Telecopy No.: 651-365-2356

IF TO SUBLESSEE:

Phil's BBQ Point Loma, Inc.
3750 Sports Arena Blvd.
Building D, Suites 11-14
San Diego, CA 92103
Telephone No.: (619) 688-0559
Telecopy No.: (619) 462-3887

With a copy to:

OCB Restaurant Company, LLC
1460 Buffet Way
Eagan, MN 55121
Attn: Real Estate Officer
Telephone No.: 651-994-9608
Telecopy No.: 651-365-2356

With a copy to:

Michael V. Pundeff, Esq.
ROBBINS & KEEHN, APC
530 "B" Street, Suite 2400
San Diego, CA 92101
Telephone No.: (619) 232-1700
Telecopy No.: (619) 544-9095

Notices are effective on receipt. Each party shall give notice to the other of any change in its address for Notices by written Notice to the other. For the purpose of this Sublease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the Notice to the address specified pursuant to this paragraph as shown on the return receipt or by the records of the courier, (ii) the date of actual receipt of the Notice by the office of the person or entity specified pursuant to this paragraph, or (iii) in the case of refusal to accept delivery or inability to deliver the Notice, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt by the sending party of notice that the Notice as correctly addressed and transmitted for delivery as provided in this paragraph has been refused or cannot be delivered.

16. CONDITIONS PRECEDENT.

THIS SUBLEASE SHALL BE OF NO FORCE OR EFFECT UNLESS:

16.1 Consent by City; Sports Arena. CONCURRENT WITH OR PRIOR TO EXECUTION HEREOF SUBLESSOR OBTAINS WRITTEN CONSENTS FROM THE CITY AND SPORTS ARENA AS PROVIDED IN SECTION 5 ABOVE. SUBLESSOR SHALL NOT DELIVER AND SUBLESSEE SHALL NOT TAKE POSSESSION OF THE PREMISES UNTIL SUCH CONSENT IS RECEIVED AND THE OTHER PRE-REQUISITES FOR POSSESSION OF THIS SUBLEASE HAVE BEEN MET. SUBLESSOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE AND AGREES TO USE ITS BEST EFFORTS TO OBTAIN SUCH WRITTEN CONSENT. SUBLESSOR IS NOT AWARE OF ANY MATTERS THAT WOULD CAUSE CONSENT TO BE WITHHELD;

16.2 Subsequent Leasing. Concurrent with or prior to execution of this Sublease, Sublessee independently obtains from Sports Arena a separate agreement reasonably acceptable to Sublessee providing subsequent leasing of the Premises; and

16.3 Security Deposit. Concurrent with or prior to execution of this Sublease, Sublessee obtains adequate satisfaction from HOMEFIRE that HOMEFIRE is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

17. COMPLIANCE. Sublessee hereto agrees to comply, to the extent applicable to its particular use of the Premises and Sublessee's operations thereon, with all federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement and all covenants, conditions and restrictions affecting the Shopping Center or Premises, and other matters of record affecting the Shopping Center or Premises or that are binding on the Premises pursuant to the OCB Lease, including, but not limited to the Americans With Disabilities Act, applicable laws pertaining to the protection of human health and the environment, employee and community right-to-know laws, occupational safety and health regulations, and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of hazardous substances. Any modifications to the Premises which are required by governmental authorities as a part of approving Sublessee's plans for permits will be constructed at Sublessee's expense.

18. OTHER TERMS.

18.1 Insurance. Concurrent with the delivery by Sublessee to Sublessor of this executed

Sublease; Sublessee shall deliver to Sublessor evidence of insurance coverages required of Sublessor pursuant to the OCB Lease. Certificates of insurance shall be provided by Sublessee to both Sublessor and Sports Arena (and any other party required to be named under the insurance provisions of the Master Lease) will be named as insureds on each policy of insurance required to be obtained of Sublessee under the OCB Lease.

18.2 Purchase of FF&E. Sublessor leases the Premises to Sublessee without any furniture, fixtures or equipment (including smallwares) (collectively the "**FF&E**"). The FF&E presently on the Premises is the property of HOMEFIRE, all of which shall either be removed from the Premises prior to the Commencement Date or alternatively, sold to Sublessee with Sublessee providing evidence of ownership satisfactory to Sublessor prior to the Commencement Date.

During the Term, Sublessee will be responsible for insuring and maintaining the FF&E, and replacing any such FF&E that wears out or becomes obsolete with other comparable equipment or other equipment with equal or greater utility to Sublessee's operations on the Premises. The FF&E being sold to Sublessee pursuant to this Sublease and any and all replacement equipment will be deemed owned by Sublessee and will be insured and maintained by Sublessee but shall not become a part of the Premises for purposes of the OCB Lease. Subject to the OCB Lease, Sublessee has the right to remove the FF&E at the end of the Term.

Sublessee acknowledges that no warranties, guarantees or representations have been or are being made by Sublessor concerning the condition of the FF&E, any governmental permits or approvals in connection with Sublessee's use thereof, the suitability for Sublessee's intended use, or other matters, and Sublessee accepts the same in their present condition, without any representations or warranties by Sublessor, expressed or implied. SUBLESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE FF&E OR ITS SUITABILITY FOR SUBLESSEE'S USE AND SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED.

18.3 "AS IS" Sublease. THE DELIVERY OF THE PREMISES IS ON AN "AS IS AND WHERE IS" BASIS, WITH: (i) NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PREMISES OR ITS FITNESS OR SUITABILITY FOR SUBLESSEE'S PURPOSES, EXCEPT THAT TO THE KNOWLEDGE OF SUBLESSOR, THE CURRENT CONDITION OF THE PREMISES DOES NOT CONSTITUTE A DEFAULT UNDER THE OCB LEASE OR A VIOLATION OF APPLICABLE LAW; AND (ii) NO RESPONSIBILITY OF SUBLESSOR AS TO ITS CONDITION. SUBLESSEE HAS BEEN GIVEN THE RIGHT TO INVESTIGATE AND INSPECT THE PREMISES PRIOR TO EXECUTION OF THIS SUBLEASE, INCLUDING ITS PHYSICAL CONDITION, USABILITY, FITNESS FOR SUBLESSEE'S USE, AND ALL OTHER ASPECTS OF THE PREMISES, AND ITS COMPLIANCE WITH BUILDING CODES, ADA, AND OTHER GOVERNMENTAL REQUIREMENTS. SUBLESSEE HAS UNDERTAKEN SUCH AN INSPECTION AND IS NOT RELYING UPON ANY REPRESENTATION BY SUBLESSOR, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, WHETHER IN WRITING OR ORAL, AS TO ANY SUCH MATTERS EXCEPT AS EXPRESSLY PROVIDED IN THIS SUBLEASE.

18.4 Signage. Subject to Sublessee's submitting and obtaining Sublessor's (and, to the extent required by the OCB Lease, Sports Arena, or to the extent required by the Land Lease, City) written approval of the specific design and details for Sublessee's signs, Sublessee may install store signage on the front of the Premises (which signs are to comply with any criteria for signs established pursuant to the OCB Lease), with individually illuminated letters of a size permitted under applicable codes and that Sublessor (and, to the extent required by the OCB Lease, Sports Arena, or to the extent required by the Land Lease, City) may approve. Sublessee, at its sole cost and expense, will be responsible for the repair and maintenance of its signage.

18.5 Sublessee's Alterations. Sublessee shall not do any construction work or alterations other than interior non-structural alterations desired by Sublessee to upgrade, refurbish, or replace FF&E within the Premises without first obtaining Sublessor's (and, to the extent required by the OCB Lease, Sports Arena, or to the extent required by the Land Lease, City) written approval and consent in each instance which shall not be unreasonably withheld. Sublessee shall present detailed plans and specifications for such work at the time approval is sought.

Sublessee will perform all work required to complete Sublessee's intended pre-approved alterations within the Premises, after Sublessor delivers Possession of the Premises to Sublessee and Sublessee's receipt of any applicable governmental permits. Sublessee will obtain any permits required for such work, will diligently pursue it to completion in a good and workmanlike manner, and will promptly notify Sublessor as to any problem in the work schedule. All of Sublessee's work shall conform to the approved plans. Sublessee shall use its best efforts to minimize interference with the normal operation of the Shopping Center in performing Sublessee's work and other alterations.

18.6 Counterparts. This instrument may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which (when so executed and delivered) shall be deemed to be an original, and all of which (when taken together) shall constitute one and the same instrument.

18.7 Indemnification by Sublessee. Sublessee hereby agrees to protect, defend, indemnify and hold Sublessor harmless against any and all claims, actions, damages, liability, causes of action, judgments, liens, costs and expenses in connection with injury or loss of life to person, or damage to property, arising out of the use, occupancy or operation of Sublessee's business in the Premises or the condition of the Premises or any breach or default by Sublessee in the performance of any term of this Sublease on Sublessee's part to be performed or any inaction or action of Sublessee, its agents, concessionaires, contractors, employees or licensees in or about the Premises. In the event Sublessor shall be made a party to any litigation or proceeding commenced by or against Sublessee (except with respects to suits or litigation commenced by Sublessee against Sublessor as a result of a breach of this Sublease by Sublessor), then Sublessee shall protect and hold Sublessor harmless and shall pay all costs and expenses and reasonable attorneys' fees incurred or paid by Sublessor in connection with such litigation or proceeding and shall satisfy any judgment or fines that may be entered against Sublessor in such litigation or proceeding.

19. OPERATION OF BUSINESS. After the Rent Commencement Date, Sublessee shall use and conduct its business on the Premises as and during the days and hours required in the OCB Lease.

20. RELATIONSHIP OF PARTIES. The relationship of the parties to this Sublease is landlord/lessor and tenant/lessee. Sublessor is not a partner or joint venturer with Sublessee in any respect or for any purpose in the conduct of Sublessee's business or otherwise. No provision of this Sublease or previous (or subsequent) conduct or activities of Sublessor or Sublessee will be construed: (i) as making either party a partner, joint venturer, agent or principal of or with each other, or (ii) as making Sublessor responsible for the payment or reimbursement of any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Sublessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Sublessor that would give rise to the filing of any lien or claim against Sublessor's (or Sports Arena's or City's) interest in the Premises.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first shown above.

SUBLESSOR:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: R. Michael Andrews
Print: R. Michael Andrews
Its: CEO

SUBLESSEE:

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: Philip Pace
Print: PHILIP PACE
Its: Pres

ACKNOWLEDGMENT AND CONSENT TO SECTION 2.3 AND SECTION 7 HEREIN:

The undersigned, HOMEFIRE, hereby consents to Section 2.3 and Section 7 of the forgoing Sublease and assigns to, and for the benefit of, Sublessee the Security Deposit in the amount of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00). Further, HOMEFIRE represents and warrants to Sublessee that HOMEFIRE is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the HOMEFIRE lease. Lastly, HOMEFIRE represents and warrants to Sublessee that it is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

HOMEFIRE Restaurants, Inc., a Delaware corporation

By: _____
Print: _____
Its: _____
Dated: _____, 2006

ACKNOWLEDGMENT AND CONSENT TO SUBLEASE:

The undersigned, Sports Arena, hereby consents to the forgoing Sublease without releasing the Sublessor from any liability under the HOMEFIRE Lease, without releasing OCB from any liability under the OCB Lease, and without waiving any of its rights as the lessor under the OCB Lease.

SPORTS ARENA VILLAGE LTD.

By: Douglas O. Auer
Print: DOUGLAS O. AUER
Its: PRESIDENT
Dated: JUNE 23, 2006

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first shown above.

SUBLESSOR:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Print: R. Michael Andrews
Its: CEO

SUBLESSEE:

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Print: _____
Its: _____

ACKNOWLEDGMENT AND CONSENT TO SECTION 2.3 AND SECTION 7 HEREIN:

The undersigned, HOMEFIRE, hereby consents to Section 2.3 and Section 7 of the forgoing Sublease and assigns to, and for the benefit of, Sublessee the Security Deposit in the amount of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00). Further, HOMEFIRE represents and warrants to Sublessee that HOMEFIRE is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the HOMEFIRE lease. Lastly, HOMEFIRE represents and warrants to Sublessee that it is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

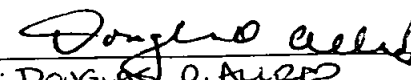
HOMEFIRE Restaurants, Inc., a Delaware corporation

By: _____
Print: _____
Its: _____
Dated: _____, 2006

ACKNOWLEDGMENT AND CONSENT TO SUBLEASE:

The undersigned, Sports Arena, hereby consents to the forgoing Sublease without releasing the Sublessor from any liability under the HOMEFIRE Lease, without releasing OCB from any liability under the OCB Lease, and without waiving any of its rights as the lessor under the OCB Lease.

SPORTS ARENA VILLAGE LTD.

By: 
Print: DOUGLAS O. ALLEN
Its: PRESIDENT
Dated: JUNE 23, 2006

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first shown above.

SUBLESSOR:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Print: R. Michael Andrews
Its: CEO

SUBLESSEE:

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Print: _____
Its: _____

ACKNOWLEDGMENT AND CONSENT TO SECTION 2.3 AND SECTION 7 HEREIN:

The undersigned, HOMEFIRE, hereby consents to Section 2.3 and Section 7 of the forgoing Sublease and assigns to, and for the benefit of, Sublessee the Security Deposit in the amount of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00). Further, HOMEFIRE represents and warrants to Sublessee that HOMEFIRE is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the HOMEFIRE lease. Lastly, HOMEFIRE represents and warrants to Sublessee that it is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

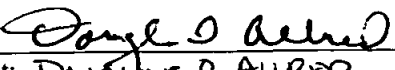
HOMEFIRE Restaurants, Inc., a Delaware corporation

By: _____
Print: _____
Its: _____
Dated: _____, 2006

ACKNOWLEDGMENT AND CONSENT TO SUBLEASE:

The undersigned, Sports Arena, hereby consents to the forgoing Sublease without releasing the Sublessor from any liability under the HOMEFIRE Lease, without releasing OCB from any liability under the OCB Lease, and without waiving any of its rights as the lessor under the OCB Lease.

SPORTS ARENA VILLAGE LTD.

By: 
Print: DOUGLAS O. AUREO
Its: PRESIDENT
Dated: JUNE 23, 2006

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first shown above.

SUBLESSOR:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Print: R. Michael Andrews
Its: CEO

SUBLESSEE:

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Print: _____
Its: _____

ACKNOWLEDGMENT AND CONSENT TO SECTION 2.3 AND SECTION 7 HEREIN:

The undersigned, HOMEFIRE, hereby consents to Section 2.3 and Section 7 of the forgoing Sublease and assigns to, and for the benefit of, Sublessee the Security Deposit in the amount of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00). Further, HOMEFIRE represents and warrants to Sublessee that HOMEFIRE is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the HOMEFIRE lease. Lastly, HOMEFIRE represents and warrants to Sublessee that it is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

HOMEFIRE Restaurants, Inc., a Delaware corporation

By: _____
Print: _____
Its: _____
Dated: _____, 2006

ACKNOWLEDGMENT AND CONSENT TO SUBLEASE:

The undersigned, Sports Arena, hereby consents to the forgoing Sublease without releasing the Sublessor from any liability under the HOMEFIRE Lease, without releasing OCB from any liability under the OCB Lease, and without waiving any of its rights as the lessor under the OCB Lease.

SPORTS ARENA VILLAGE LTD.

By: 
Print: DOUGLAS O. ALREDO
Its: PRESIDENT
Dated: JUNE 23, 2006

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first shown above.

SUBLESSOR:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: R. Michael Andrews
Print: R. Michael Andrews
Its: CEO

SUBLESSEE:

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Print: _____
Its: _____

ACKNOWLEDGMENT AND CONSENT TO SECTION 2.3 AND SECTION 7 HEREIN:

The undersigned, HOMEFIRE, hereby consents to Section 2.3 and Section 7 of the forgoing Sublease and assigns to, and for the benefit of, Sublessee the Security Deposit in the amount of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00). Further, HOMEFIRE represents and warrants to Sublessee that HOMEFIRE is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the HOMEFIRE lease. Lastly, HOMEFIRE represents and warrants to Sublessee that it is transferring the entire balance of the Security Deposit in the amount of \$116,000.00.

HOMEFIRE Restaurants, Inc., a Delaware corporation

By: _____
Print: _____
Its: _____
Dated: _____, 2006

ACKNOWLEDGMENT AND CONSENT TO SUBLEASE:

The undersigned, Sports Arena, hereby consents to the forgoing Sublease without releasing the Sublessor from any liability under the HOMEFIRE Lease, without releasing OCB from any liability under the OCB Lease, and without waiving any of its rights as the lessor under the OCB Lease.

SPORTS ARENA VILLAGE LTD.

By: Douglas O. Auer
Print: DOUGLAS O AUER
Its: PRESIDENT
Dated: JUNE 23, 2006

EXHIBIT A TO SUBLEASE

OCB LEASE

(See Attached)

**AGREEMENT REGARDING
LEASE ASSUMPTION AND EXTENSION**

1. Parties. This Agreement Regarding Lease Assumption And Extension ("Agreement"), dated as of June 1, 2006, is made between OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company, whose address is 1460 Buffet Way, Eagan, Minnesota 55121 ("Sublessor") and PHIL'S B.B.Q. POINT LOMA, INC., a California corporation, whose address is 3750 Sports Arena Boulevard, Building D, Suites 11-14, San Diego, California 92110 ("Sublessee") and SPORTS ARENA VILLAGE, LTD., a California limited partnership ("Sports Arena"), whose address is 3760 Sports Arena Boulevard, Suite 14, San Diego, California 92110.

2. Recitals.

2.1 Land Lease. Sports Arena holds the interest of the lessee under a written lease dated December 28, 1973, wherein The City of San Diego, a municipal corporation ("City"), leased to Sports Arena certain real property described therein ("Land") located in San Diego, California. Said lease, as modified, is herein referred to as the "Land Lease."

2.2 OCB Lease. Sublessor holds the interest of the lessee under a written lease dated October 27, 1999, wherein Sports Arena leased to Sublessor certain space containing approximately 6,752 square feet ("Premises") located on the Land. Said lease, as modified, is herein referred to as the "OCB Lease."

2.3 Sublease. Sublessee is the sublessee of the Premises pursuant to a written Sublease ("Sublease") with Sublessor dated June 1, 2006.

3. Warranty by Sublessor. Sublessor warrants and represents to Sports Arena that concurrently with the Commencement Date of the Sublease, the previous sublease between Sublessor and HOMEFIRE RESTAURANTS, INC. ("Homefire") dated June 24, 2004 has been terminated and that Homefire has no further right or interest in the Premises.

4. Assignment of Extension Rights. Sublessor hereby assigns to Sublessee all of Sublessor's rights to extend the OCB Lease as provided in and subject to the terms and conditions of Section 2.3 of the OCB Lease; provided, however, that the second paragraph of Section 2.3 shall not apply and Sublessee shall be solely responsible for timely exercise of the options. By way of clarification, the parties acknowledge that the Commencement Date of the OCB Lease was December 16, 1999, the expiration date of the original Term is December 31, 2009, and that the third (3rd) extended term (if exercised) will expire on December 31, 2027.

5. Effect of Option Exercise. If Sublessee timely exercises the first extension option, then, commencing on the first day of the first extended term, Sublessee shall be substituted as the "Tenant" under the OCB Lease and shall have, and hereby assumes as of said date, all of the rights and obligations of the Tenant under the OCB Lease, and the Sublease shall be of no further force or effect; provided, however, that neither Sublessor nor Sublessee shall be released from any liabilities or obligations to each other which accrue or pertain to events occurring prior to the termination of such Sublease.

6. Release of Sublessor. Effective December 31, 2009 or upon the earlier termination (other than as a consequence of Sublessor's default) of the OCB Lease, Sports Arena hereby releases Sublessor from all liabilities and obligations of the Tenant under the OCB Lease which accrue or pertain to events occurring after such date (but such release does not apply to obligations or liabilities which accrue or pertain to events occurring before such date) and Sublessor shall have no further rights under the OCB Lease. Sublessor understands and agrees that Sublessor shall have no right to exercise any extension option pursuant to the OCB Lease.

7. Sublessee Obligations. Prior to opening for business, Sublessee shall perform (or cause to be performed) the obligations set forth in Exhibit A attached hereto and made a part hereof. Failure to comply with this paragraph shall be a breach under this Agreement and both the Sublease and the OCB Lease.

8. Sublessee Covenants. Unless and until Sublessee has exercised the first extension option and the first extension term has commenced, Sublessee covenants and agrees as follows:

(a) Sublessee's rights under this Agreement are not assignable without the prior written consent of Sports Arena, which may not be withheld unreasonably. For the purposes of this paragraph, a "change in control" (as defined in Section 22.1 of the OCB Lease) of Sublessee shall be deemed an assignment. Any assignment by Sublessee without Sports Arena's prior written consent shall be a material breach of this Agreement and shall terminate Sublessee's right to exercise the extension options.

(b) After notice and request from Sports Arena as provided in Section 21 of the OCB Lease, Sublessee shall provide to Sports Arena estoppel certificates and SNDA's with respect to Sublessee's rights and obligations under the Sublease and this Agreement as if Sublessee were the "Tenant" under Section 21. If Sublessee fails or refuses to timely execute and deliver the requested document(s), Sports Arena may terminate Sublessee's right to exercise the extension options.

(c) Sublessee shall have no right to any condemnation proceeds with respect to Sublessee's rights and interest under this Agreement.

9. Dram Shop Insurance. At all times when beer and/or wine is sold on the Premises, Sublessee shall maintain so-called "dram shop" liability insurance in an amount not less than \$3 million naming Sports Arena as an additional insured and otherwise in form and substance acceptable to Sports Arena.

10. Quitclaim Deed. Upon Sublessor's release from further obligations under the OCB Lease as set forth in Paragraph 6 above, Sublessor shall, within ten (10) days after receipt of written request from Sports Arena, sign, acknowledge and deliver to Sports Arena a lessee's quitclaim deed to the Land, which deed shall recite that Sublessor has no further interest in the Lease, Premises, Shopping Center or Mixed Use Project referred to in the Memorandum of Lease recorded January 11, 2001 as Document No. 2001-0017529.

11. Modification of Memorandum. If Sublessee timely exercises the first option to extend, Sublessee, Sublessor and Sports Arena agree to sign, acknowledge and record a modification of the Memorandum of Lease giving notice that Sublessee has been substituted as the Tenant under the OCB Lease within ten (10) days after request by any party. After the OCB Lease (as extended) has expired or is terminated, Sublessee agrees to sign, acknowledge and deliver to Sports Arena a quitclaim deed as provided in Paragraph 10, above.

12. Notices. Notices pursuant to this Agreement shall be given as provided in Section 30.5 of the OCB Lease. Notice to Sublessee shall be at the Sublessee's address specified herein with copies to:

Michael V. Pundeff, Esq.
ROBBINS & KEEHN, APC
530 B Street, Suite 2400
San Diego, CA 92101

H. Thomas Mitchell, Esq.
OCB RESTAURANT COMPANY, LLC
1460 Buffet Way
Eagan, MN 55121

Bruce R. Wallace, Esq.
WERTZ MCDADE WALLACE
MOOT & BROWER
945 Fourth Avenue
San Diego, CA 92101

13. City Consent. This Agreement is conditioned on obtaining the City's written consent within thirty (30) days after the date of this Agreement. If the City fails or refuses to consent, this Agreement shall be of no further force or effect except that Paragraph 7 shall remain in effect and Sublessor shall cause such obligations to be performed prior to the Premises being reopened for business.

14. Other Terms. This Agreement: shall (subject to any terms restricting assignment) be binding upon and shall inure to the benefit of the respective parties; contains the entire agreement of the parties regarding the subject matter; may only be modified by written agreement; shall be binding if signed in duplicate counterparts and delivered by facsimile transmission; and shall be governed by California law. Time is the essence of this Agreement. If any action is brought to enforce or interpret this Agreement, the prevailing party (or parties) shall be entitled to recover its (their) attorneys' fees. Each individual who signs this Agreement on behalf of an entity warrants that he/she is duly authorized to do so and to bind such entity.

"SUBLESSOR"

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Name: R. Michael Andrews
Title: CEO

By: _____
Name: X
Title: _____

"SUBLESSEE"

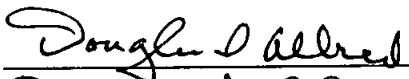
PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"SPORTS ARENA"

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

By: 
Name: DOUGLAS O ALFRED
Title: PRESIDENT

By: _____
Name: _____
Title: _____

14. Other Terms. This Agreement: shall (subject to any terms restricting assignment) be binding upon and shall inure to the benefit of the respective parties; contains the entire agreement of the parties regarding the subject matter; may only be modified by written agreement; shall be binding if signed in duplicate counterparts and delivered by facsimile transmission; and shall be governed by California law. Time is the essence of this Agreement. If any action is brought to enforce or interpret this Agreement, the prevailing party (or parties) shall be entitled to recover its (their) attorneys' fees. Each individual who signs this Agreement on behalf of an entity warrants that he/she is duly authorized to do so and to bind such entity.

"SUBLESSOR"

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: [Signature]
Name: R. Michael Andrews
Title: CEO

By: _____
Name: X
Title: _____

"SUBLESSEE"

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"SPORTS ARENA"

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

By: [Signature]
Name: DAVIDAS O. ALBERT
Title: PRESIDENT

By: _____
Name: _____
Title: _____

14. Other Terms. This Agreement: shall (subject to any terms restricting assignment) be binding upon and shall inure to the benefit of the respective parties; contains the entire agreement of the parties regarding the subject matter; may only be modified by written agreement; shall be binding if signed in duplicate counterparts and delivered by facsimile transmission; and shall be governed by California law. Time is the essence of this Agreement. If any action is brought to enforce or interpret this Agreement, the prevailing party (or parties) shall be entitled to recover its (their) attorneys' fees. Each individual who signs this Agreement on behalf of an entity warrants that he/she is duly authorized to do so and to bind such entity.

"SUBLESSOR"

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: [Signature]
Name: R. Michael Andrews
Title: CEO

By: _____
Name: X
Title: _____

"SUBLESSEE"

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"SPORTS ARENA"

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

By: [Signature]
Name: DOUGLAS O. AUER
Title: PRESIDENT

By: _____
Name: _____
Title: _____

14. Other Terms. This Agreement: shall (subject to any terms restricting assignment) be binding upon and shall inure to the benefit of the respective parties; contains the entire agreement of the parties regarding the subject matter; may only be modified by written agreement; shall be binding if signed in duplicate counterparts and delivered by facsimile transmission; and shall be governed by California law. Time is the essence of this Agreement. If any action is brought to enforce or interpret this Agreement, the prevailing party (or parties) shall be entitled to recover its (their) attorneys' fees. Each individual who signs this Agreement on behalf of an entity warrants that he/she is duly authorized to do so and to bind such entity.

"SUBLESSOR"

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: R. Michael Andrews
Name: R. Michael Andrews
Title: CEO

By: _____
Name: _____
Title: _____

"SPORTS ARENA"

SPORTS ARENA VILLAGE, LTD.,
a California limited partnership

By: Douglas D. Allred
Name: Douglas D. Allred
Title: _____

By: _____
Name: _____
Title: _____

"SUBLESSEE"

PHIL'S B.B.Q. POINT LOMA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

SUBLESSEE OBLIGATIONS

1. Provide Landlord (Sports Arena) with "as built" electrical and plumbing drawings, complete permit records and certificate of occupancy with respect to existing improvements.
2. All exterior natural wood to be painted or stained per Landlord's approved colors.
3. Remedy the path of travel obstruction created by new lights on exterior.
4. Paint exposed roof flashing.
5. Replace broken roof and cap tile.
6. Add trim to the west side of the rear of front façade to block openings.
7. Correct trip hazard at thresholds per code.
8. Finish exposed panel at booths located in the southeast corner of restaurant.

CONSENT AGREEMENT TO SUBLET OF SUBLEASE

The City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement dated December 28, 1973 and filed in the office of the City Clerk as Document No. 745923 ("Master Lease") entered into with James R. Simpson, and subsequently amended and assigned to

SPORTS ARENA VILLAGE, LTD.

("LESSEE"), consented to that certain standard retail lease ("Sublease") between the above LESSEE ("SUBLESSOR") and

OCB REALTY CO., a Minnesota corporation

("SUBLESSEE") dated October 27, 1999, pursuant to a Consent to Sublease Agreement. The CITY hereby consents to that certain Amended and Restated Sublease ("Sub-Sublease") between the above SUBLESSEE and

HOMEFIRE RESTAURANTS, INC., a Delaware corporation

("SUB-SUBLESSEE") dated June 24, 2004, for the sublet of the subleased premises. Said Sub-Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the Sub-Sublease and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sub-sublease. The CITY is not bound by any term or condition in the Sub-Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUB-SUBLESSEE shall not assign the Sub-Sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: SUB-SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE, SUBLESSEE, and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUB-SUBLESSEE, his agents and invitees; provided, however, SUB-SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: SUB-SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE, SUBLESSEE, and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be two million dollars (\$2,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company. Prior to each insurance renewal period, LESSEE or SUB-SUBLESSEE shall submit to CITY a copy of the new insurance policy.

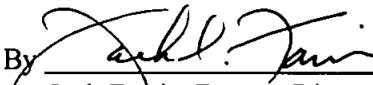
LEGAL PROCEEDINGS: Should it become necessary for LESSEE, SUBLESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees.

SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain Lease Agreement dated February 20, 1996, between the SUBLESSOR herein and the CITY. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

LESSOR:

THE CITY OF SAN DIEGO

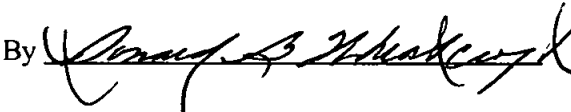
Dated 7/21/04

By 
Jack Farris, Deputy Director
Real Estate Assets Department
for the City Manager

SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.

Dated 7/12/04

By 

SUBLESSEE:

OCB REALTY CO.

Dated _____

By _____

SUB-SUBLESSEE:

HOMEFIRE RESTAURANTS, INC.

Dated _____

By _____

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated _____

By _____
Deputy City Attorney

GJ/cj
6/30/04

I:\Jones\CONSENT TO SUBLEASE-HOMEFIRE RESTAURANTS.wpd

LESSOR:

THE CITY OF SAN DIEGO

Dated _____

By _____
Jack Farris, Deputy Director
Real Estate Assets Department
for the City Manager

SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.

Dated _____

By _____

SUBLESSEE:

OCB REALTY CO.

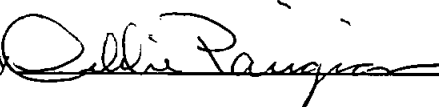
Dated _____

By _____

SUB-SUBLESSEE:

HOMEFIRE RESTAURANTS, INC.

Dated 7/6/04

By 

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated _____

By _____
Deputy City Attorney

GJ/cj

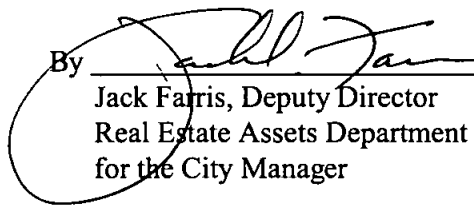
6/30/04

I:\Jones\CONSENT TO SUBLEASE-HOMEFIRE RESTAURANTS.wpd

LESSOR:

THE CITY OF SAN DIEGO

Dated 7/21/04

By 
Jack Farris, Deputy Director
Real Estate Assets Department
for the City Manager

SUBLESSOR:

SPORTS ARENA VILLAGE, LTD.

Dated _____

By _____

SUBLESSEE:

OCB REALTY CO.

Dated 7/6/04

By 

SUB-SUBLESSEE:

HOMEFIRE RESTAURANTS, INC.

Dated _____

By _____

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated 7/26/04

By 
Deputy City Attorney

GJ/cj

6/30/04

I:\Jones\CONSENT TO SUBLEASE-HOMEFIRE RESTAURANTS.wpd