

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 **March 1, 2010** (the "Effective Date"), as follows:

City, as lessor, and AEG SD MANAGEMENT, LLC, a California limited liability company, as successor in interest to ARENA GROUP 2000, LP, a California limited partnership ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO GROUND LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego City Clerk as Document No. RR-296248 on April 2, 2002, and relating to the retail pads (the "Master Lease Premises") at the San Diego Sports Arena, located at 3500 Sports Arena Boulevard, San Diego, California.

LESSEE, as sublessor, and ARENA FUELS, LLC, a California limited liability company ("Sublessee"), as sublessee, are parties to that certain GROUND SUBLEASE dated June 24, 2002, relating to a portion of the Master Lease Premises (the "Sublease Premises").

Sublessee and SPORTS ARENA FUELS, INC., a California corporation doing business as "AM/PM Convenience Store" ("Sub-sublessee"), have entered into a sublease agreement (the "Sub-sublease") for all of the Sublease Premises.

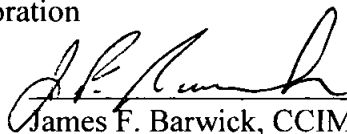
CITY hereby consents to Sublessee subleasing the Sublease Premises to Sub-sublessee, provided all of the following conditions are and remain true throughout the term of the Sub-sublease:

- (a) The Sub-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 Sub-sublease which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Master Lease.

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

11/22/10

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT (this "Agreement") is made as of March ___, 2010, by and among ARENA GROUP 2000, LP, a California Limited Partnership (hereinafter referred to as "Landlord") ARENA FUELS, LLC, a California limited liability company, (hereinafter "Sublandlord") and SPORTS ARENA FUELS, INC., a California corporation (hereinafter "Subtenant").

RECITALS

A. The City of San Diego is the landlord, and Arena Group 2000, L.P., a California Limited Partnership is the tenant under that certain Ground Lease (the "Master Lease"), dated as of April 19, 2002, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof concerning a portion of the real property commonly referred to as the San Diego Sports Arena, located at 3500 Sports Arena Boulevard ("Sports Arena Property"). The subleased premises (hereinafter "Subleased Premises") are further described in Exhibit B which is attached hereto and incorporated herein by this reference. Sublandlord is the subtenant of the Subleased Premises under that certain sublease dated June 24, 2002 (hereinafter "Master Sublease"). A copy of the Master Sublease is attached hereto as Exhibit C and incorporated herein by this reference. Sublandlord's obligations under the Master Sublease have been guaranteed by 21st Century Oil Corporation, a California corporation ("Guarantor") pursuant to that certain Guaranty of Sublease dated as of June 24, 2002. ("Guaranty")

B. Pursuant to the terms of the Master Sublease, Sublandlord has requested Landlord's consent to that certain Sublease, dated March ___, 2010 between Sublandlord and Subtenant (the "Sublease"), with respect to a subletting to Subtenant of the Subleased Premises. A copy of the Sublease is attached hereto as Exhibit D and incorporated herein by this reference. Landlord is willing to consent to the Sublease on the terms and conditions contained herein.

C. All defined terms not otherwise expressly defined herein shall have the respective meanings given in the Lease.

AGREEMENT

1. Consent. Landlord hereby consents to the Sublease; provided however, notwithstanding anything contained in the Sublease to the contrary, such consent is granted only upon the terms and conditions set forth in this Agreement. The Sublease is subject and subordinate to the Master Lease and Master Sublease.

2. Non-Release of Sublandlord and Guarantor; Further Transfers. Neither the Sublease nor this consent thereto shall release or discharge Sublandlord from any liability, whether past, present or future, under the Lease, or Guarantor from Guarantor's obligations under the Guaranty, or alter the primary liability of the Sublandlord to pay the rent and perform and comply with all of the obligations of Sublandlord to be performed under the Lease. Neither the Sublease nor this consent thereto shall be construed as a waiver of Landlord's right to consent to any further subletting either by Sublandlord or by the Subtenant.

3. Relationship With Landlord. Sublandlord hereby assigns and transfers to Landlord the Sublandlord's interest in the Sublease subject to the terms of this Section 3. Landlord, by consenting to the Sublease, agrees that until a default shall occur in the performance of Sublandlord's obligations under the Master Sublease, Sublandlord may receive, collect and enjoy the rents accruing under the Sublease.

In the event Sublandlord shall default in the performance of its obligations to Landlord under the Master Sublease (whether or not Landlord terminates the Lease), Landlord may, at its option by notice to Sublandlord, either (i) terminate the Sublease, (ii) elect to receive and collect, directly from Subtenant, all rent and any other sums owing and to be owed under the Sublease, or (iii) elect to succeed to Sublandlord's interest in the Sublease and cause Subtenant to attorn to Landlord. In the event Landlord elects to cause Subtenant to attorn to Landlord pursuant to this Subsection 3(iii), Landlord shall not (i) be liable for any prepayment of more than one month's rent or any security deposit paid by Subtenant, (ii) be liable for any previous act or omission of Sublandlord under the Lease, (iii) be subject to any defenses or offsets previously accrued which Subtenant may have against Sublandlord, or (iv) be bound by any changes or modifications made to the Sublease without the written consent of Landlord.

4. General Provisions.

4.1 Consideration for Sublease. The consideration paid by Subtenant for the Sublease shall be only those amounts of base rent, percentage rent, and additional rent as described in the Master Sublease and the corresponding sections of the Sublease Summary and Exhibits.

4.2 Landlord's Review and Processing Fees. Notwithstanding anything contained herein to the contrary, this Agreement and Landlord's consent to the Sublease is expressly conditioned upon Tenant's reimbursement to Landlord of Landlord's review and processing fees incurred in connection with the Sublease, including legal fees incurred by Landlord, within thirty (30) days after written request by Landlord, not to exceed Two Thousand Dollars (\$ 2,000.00).

4.3 Brokerage Commission. Sublandlord and Subtenant covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease.

4.4 Controlling Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of California.

4.5 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

4.6 Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

4.7 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

4.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

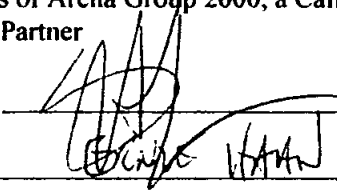
IN WITNESS WHEREOF, the parties have executed this Consent to Sublease Agreement as of the day and year first above written.

"Landlord"

Arena Group 2000, L.P.

By: Arena Founders, L.P., a California Limited Partnership
Managing General Partner

By: Founders of Arena Group 2000, a California Corporation
General Partner

By: 

Name: Eric Hahn

Title: GM / Partner

"Sublandlord"

Arena Fuels, LLC, a California Limited Liability Company

By: 

Name: Kevin Sullivan

Title: man man

"Subtenant"

Sports Arena Fuels, Inc., a California Corporation

By: 

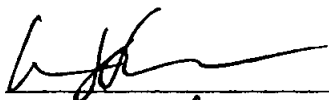
Name: SRIPATHI NAMBURT

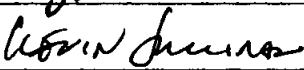
Title: PRESIDENT

AFFIRMATION OF GUARANTY

The undersigned Guarantor hereby acknowledges Guarantor's consent to the Sublease and reaffirms Guarantor's guaranty of the Subtenant's obligations under the Guaranty.

21st Century Oil Corporation, a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
MASTER LEASE