

CITY OF SAN DIEGO

CONSENT TO SUBLEASE

The City of San Diego (CITY), as LESSOR under that certain Percentage Lease (Master Lease) entered into with

COBBLESTONE GOLF GROUP, INC.
(successor in interest to CCA Silband Sports Corporation)

(LESSEE), executed by CITY on January 20, 1987, and extended by Letter Agreement dated January 5, 1998, and filed in the Office of the City Clerk as Document RR-267288, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

COBBLESTONE ENTERPRISES OF CALIFORNIA, INC.
(an indirect subsidiary of Meditrust Operating Company)

(SUBLESSEE). Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the 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: (If none, write "none.") None.

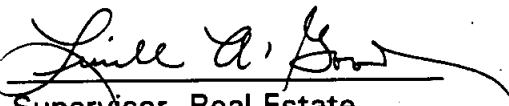
(See Attachment)

THE CITY OF SAN DIEGO

Date

3-26-98

By



Supervisor, Real Estate
Assets Department

APPROVED AS TO FORM
AND LEGALITY

CASEY GWINN, City Attorney

Date 3/24/97

By 
Deputy City Attorney

PTC:csn

3/13/98

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Attachment to City of San Diego Consent to Sublease

The Agreement of Sublease is being entered into in connection with the merger of Cobblestone Holdings, Inc., the parent corporation of Cobblestone Golf Group, Inc., into Meditrust Corporation (the "Merger"). The Agreement of Sublease will be executed at the time of the Merger in the form attached hereto, except that the Exhibits to the Agreement of Sublease will be completed at the sole discretion of the parties to the Agreement of Sublease. A copy of the final executed Agreement of Sublease will be provided to CITY at the time of the Merger.

AGREEMENT OF SUBLEASE

By and between

COBBLESTONE GOLF GROUP, INC.
a Delaware corporation
("Tenant")

and

COBBLESTONE ENTERPRISES OF CALIFORNIA, INC.,
a California corporation
("Subtenant")

AGREEMENT, made and entered into this
____ day of March, 1998, by and between
COBBLESTONE GOLF GROUP, INC., a Delaware
corporation (hereinafter referred to as
"Tenant") and COBBLESTONE ENTERPRISES OF
CALIFORNIA, INC., a California corporation
(hereinafter referred to as "Subtenant"), is
as follows:

W I T N E S S E T H :

WHEREAS Tenant is the owner of the leasehold
interest in the real property and improvements situated
thereon as described on Exhibit A (the "Property") and

WHEREAS Subtenant is desirous of subleasing said
real property and improvements from Tenant and Tenant is
desirous of subleasing said real property and improvements
to Subtenant.

NOW, THEREFORE, for and in consideration of the
mutual promises and covenants herein contained, the parties
hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. All capitalized terms
referenced or used in this Agreement and not specifically
defined or referenced herein shall have the meaning set
forth on Exhibit B, which is attached hereto and
incorporated by reference.

ARTICLE II

Demise

SECTION 2.01. Demise. Tenant, for and in
consideration of the rents, covenants and agreements herein
reserved, mentioned and contained on the part of Subtenant
to be paid, kept and performed, has demise and subleased
and by these presents does demise and sublease unto
Subtenant, and Subtenant, for and in consideration of the
covenants and agreements herein reserved, mentioned and
contained on the part of Tenant to be kept and performed,

does hereby take, sublease and hire the Property, upon and subject to the terms, provisions and conditions hereinafter expressed. During the Term, Subtenant shall perform all duties and obligations of Tenant required pursuant to the Lease.

ARTICLE III

Term

SECTION 3.01. Term. The term of this Agreement shall be for the period beginning on the Commencement Date and continuing for the period set forth on Exhibit C under the caption "Initial Term", as such may be extended as set forth on Exhibit C under the caption "Extensions", unless earlier terminated pursuant to the terms of this Agreement (the "Term").

ARTICLE IV

Rent

SECTION 4.01. Rent. During the Term of this Agreement, Subtenant covenants and agrees to pay to Lessor for use of the Property, without demand therefor, to the address for notice in the Lease, the rental amounts set forth on Exhibit D. Additionally, Subtenant will indemnify Tenant against liability, loss, and damage in respect of the breach or nonperformance of all obligations of Tenant to be performed, undertaken, or paid by Subtenant, as set forth in this Section.

ARTICLE V

Real Estate Taxes

SECTION 5.01. Real Estate Taxes. During the Term of this Agreement, Subtenant shall pay all taxes and assessments due in connection with the Property as and when required to be paid pursuant to the Lease. Additionally, Subtenant will indemnify Tenant against liability, loss, and damage in respect of the breach or nonperformance of all obligations of Tenant to be performed, undertaken, or paid by Subtenant, as set forth in this Section.

ARTICLE VI

Utilities

SECTION 6.01. Utilities. During the Term of this Agreement, Subtenant shall pay and hold Tenant harmless from all utilities required to be paid pursuant to the Lease. Additionally, Subtenant will indemnify Tenant against liability, loss, and damage in respect of the breach or nonperformance of all obligations of Tenant to be performed, undertaken, or paid by Subtenant, as set forth in this Section.

ARTICLE VII

Other Charges

SECTION 7.01. Other Charges. During the Term of this Agreement, Subtenant covenants and agrees to pay any and all other charges or amounts due as and when required to be paid pursuant to the Lease. Additionally, Subtenant will indemnify Tenant against liability, loss and damage in respect of the breach or nonperformance of all obligations of Tenant to be performed, undertaken or paid by Subtenant, as set forth in this Section.

ARTICLE VIII

Club Operation Guidelines

SECTION 8.01. Club Operation, Prerogatives, and Standards. During the Term of this Agreement, Subtenant shall have the right to operate the Property and the Club as it deems fit, subject to the terms of this Agreement and the Lease. During the Term of this Agreement, Subtenant shall operate the Club as a country club facility and maintain the Property in a good state of physical condition and repair in accordance with the terms of the Lease.

ARTICLE IX

Permits

SECTION 9.01. Permits. Subtenant agrees to acquire and pay all charges for any and all permits needed or required for the operation of the Property. Additionally, Subtenant will indemnify Tenant against

liability, loss and damage in respect of the breach or nonperformance of all obligations of Tenant to be performed, undertaken or paid by Subtenant, as set forth in this Section.

ARTICLE X

Tenant's Covenants and Representations

SECTION 10.01. Covenants and Representations. Tenant makes the following covenants and representations to Subtenant, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Tenant is a Delaware corporation, duly organized, validly existing and in good standing under the laws of Delaware, with full corporate power and authority to enter into this Agreement.

(b) Authorization. The making, execution, delivery and performance of this Agreement by Tenant has been duly authorized and approved by all requisite action of the Board of Directors of Tenant, and this Agreement has been duly executed and delivered by Tenant and constitutes a valid and binding obligation of Tenant, enforceable in accordance with its terms.

(c) Lease Status. To the best of Tenant's knowledge, as of the Commencement Date, the Lease is in full force and effect. Tenant shall provide Subtenant with notice of any and all notice of defaults, alleged defaults, or matters which may be deemed defaults under the Lease within seventy-two (72) hours of Tenant obtaining knowledge of such matters.

(d) Violation of Covenants, Representations or Obligations. During the Term of this Agreement, Tenant shall not take any action or omit to take any action which would have the effect of violating any of the covenants, representations or obligations of Tenant contained in this Agreement.

(e) Noninterference. If Subtenant shall keep and perform its covenants, conditions and obligations hereunder, Tenant covenants and agrees that Tenant will not interfere in any manner with Subtenant's operation and possession of the Property.

(f) Documentation. If necessary to carry out the intent of this Agreement, Tenant agrees to execute and provide to Subtenant, on or after the date hereof, any and all other instruments, documents, conveyances, assignments and agreements which Subtenant may reasonably request in connection with the operation of the Property and the Club.

ARTICLE XI

Subtenant's Covenants and Representations

SECTION 11.01. Covenants and Representations. Subtenant makes the following covenants and representations to Tenant, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Subtenant is a Delaware corporation, duly organized, validly existing and in good standing under the laws of Delaware, with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery and performance of this Agreement by Subtenant has been duly authorized and approved by all requisite action of the Board of Directors of Subtenant, and this Agreement has been duly executed and delivered by Subtenant and constitutes a valid and binding obligation of Subtenant, enforceable in accordance with its terms.

(c) Violation of Agreement. Neither the execution and delivery of this Agreement by Subtenant nor Subtenant's performance of its obligations hereunder will result in a violation or breach of any term or provision or constitute a default or accelerate the performance required under any other agreement or document to which Subtenant is a party or is otherwise bound, and will not constitute a violation of any law, ruling or governmental regulation or order to which Subtenant is subject.

(d) Lease Status. During the Term of this Agreement, Subtenant shall keep the Lease in full force and effect and will permit no default to occur thereunder. Subtenant shall provide Tenant with notice of any and all notices of default, alleged defaults or matter which may be deemed defaults under the Lease

within seventy-two (72) hours of Subtenant obtaining knowledge of such matters.

(e) Documentation. If necessary to carry out the intent of this Agreement, Subtenant agrees to execute and provide to Tenant, on or after the date hereof, any and all other instruments, documents, conveyances, assignments and agreements which Tenant may reasonably request in connection with the operation of the Property and the Club.

(f) Taxes. All payroll taxes, sales taxes, license taxes, liquor taxes, use taxes, special assessments and all other obligations or charges arising from and as a result of the ownership of the Property by Tenant and due any governmental or quasi-governmental authority, whether municipal, state, county or Federal shall be paid in full by Subtenant.

ARTICLE XII

Tenant's Performance

SECTION 12.01. Tenant's Performance. Upon the alleged or suspected default by Tenant under the Lease, or if Tenant shall have failed to cure any default in the performance of any covenant or promise on its part to be performed, Subtenant may immediately, or at any time thereafter, without further notice, perform the same for the account and at the expense of Tenant.

ARTICLE XIII

Damage By Fire Or Other Casualty

SECTION 13.01. Damage. In the event that the Property shall be damaged by fire or other casualty, Subtenant shall restore the Property, if applicable, in accordance with the terms of the Lease.

ARTICLE XIV

Indemnity

SECTION 14.01. Subtenant's Indemnification. Subtenant covenants to defend and save Tenant and its officers and employees, while acting within the scope of their duties, harmless and indemnified from and against any

and all actions, suits, proceedings, claims, demands, costs (including attorneys' fees and court costs), expenses and liability of any kind or nature whatsoever, for injury to or death of person or damage of property (including property owned by Tenant), which may be brought, made, filed against, imposed upon or sustained by Tenant, its officers or employees, based upon or arising out of an act or omission of Subtenant, its officers, agents or employees. This indemnity shall not include claims based upon or arising out of the wilful misconduct of Tenant, its officers or employees. Further, this indemnity shall not require payment of a claim by Tenant or its officers or employees as a condition precedent to Tenant's recovery under same. This indemnification by Subtenant is in addition to and supplements the indemnification set forth in the Lease.

ARTICLE XV

Insurance

SECTION 15.01. Subtenant's Insurance. (a) During the Term of this Agreement, Subtenant, at its sole cost, shall keep all Improvements insured in accordance with the terms of the Lease. All such policies, save and except for policies of (a) workmen's compensation insurance, and (b) business interruption insurance, shall designate Tenant and Lessor as an additional insured, and Subtenant shall cause to be furnished to Tenant and Lessor certificates that such insurance is in force. During the Term of this Agreement, Subtenant, at its sole cost, shall maintain workers' compensation insurance covering all employees of Subtenant. Except as provided in Section 15.01(b), Subtenant shall have the privilege of procuring and obtaining all insurance through its own sources. Each policy shall provide for at least thirty (30) days' notice to Tenant of any renewal, change or cancelation. The insurance required by Subtenant under this Section is in addition to and supplements the insurance required pursuant to the Lease.

(b) Sublessee shall be insured by an insurance carrier reasonably acceptable to the Tenant and the Lessor against loss from public liability arising from the use or condition of or operations conducted on the Property. Minimum coverage shall be \$1 million combined single limit liability. A copy of the policy of insurance shall be filed with the Lessor and shall name "The City of San Diego" as an additional insured. Such policy shall specify that the policy may not be terminated, altered or canceled without 30

days prior written notice to the Lessor by the insurance company.

ARTICLE XVI

Condemnation

SECTION 16.01. Condemnation. If, during the Term of this Agreement, all or any portion of the Property shall be appropriated or taken for any public or quasi-public use under any governmental law, ordinance or regulation, or under the power of eminent domain by any public or quasi-public authority, then the terms and conditions of the Lease shall control the termination of this Agreement. During the Term of this Agreement and thereafter, in the event of termination of this Agreement due to the events described herein or in the Lease, Subtenant shall have, and Tenant hereby grants, conveys, and assigns to Subtenant, any and all rights of Tenant set forth in the Lease.

ARTICLE XVII

Quiet Enjoyment

SECTION 17.01. Quiet Enjoyment. During the Term of this Agreement, Tenant, for itself, its successors and assigns, agrees that upon the payment of the rent herein reserved and upon the due performance and observance by Subtenant of the terms, covenants and conditions contained herein, Subtenant shall, and may peaceably and quietly have, hold and enjoy the Property subject to the Lease.

ARTICLE XVIII

Sale and Assignment

SECTION 18.01. Subtenant's Sale or Assignment. Subtenant shall not assign, sublet or permit an assignment by operation of law of this Agreement or any interest hereunder without the prior written approval of Tenant and subject to the terms and conditions of the Lease. If this Agreement is assigned, Tenant may collect rental from such assignee or sublessee and shall apply the net amount collected to the rental for which Subtenant is obligated to pay, but no such collection shall be deemed a waiver of Tenant's prior approval or the acceptance of such assignee or sublessee as "tenant" hereunder.

SECTION 18.02. Effect of Assignment. Any person who shall by operation of law or otherwise become an assignee of this Agreement or become vested with the leasehold interest hereunder, or a portion thereof, shall be bound by and liable upon all covenants and provisions contained in this Agreement, but neither Subtenant nor any subsequent tenant whose interest is assigned or divested shall be relieved of liability hereunder. In the case of any transfer or vesting of the leasehold interest hereunder, or any part thereof, either through foreclosure proceedings or otherwise by operation of law, it shall be a condition to the validity of such transfer or vesting of interest that, if so requested by Tenant, any person or persons claiming the leasehold interest hereunder, or any part thereof, so derived shall promptly execute and deliver to Tenant a written assumption of the obligations of Subtenant hereunder, in such form so that such person or persons shall thereupon be bound by and liable upon all the covenants and provisions of this Agreement to the same extent as was Subtenant.

ARTICLE XIX

Events of Default

SECTION 19.01. Events of Default. The occurrence of any of the following events which is not cured in the time permitted herein shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

(a) If either party shall fail in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Agreement and such failure shall continue for a period of thirty days after written notice thereof from the nondefaulting party specifying in detail the nature of such failure or, in the case such failure cannot be cured with due diligence within thirty days, the defaulting party fails to proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such failure with all due diligence (it being intended that in connection with a failure not susceptible of being cured with due diligence within thirty days, that the time within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence).

(b) If either party shall commit an Event of Default pursuant to the Lease.

ARTICLE XX

Remedies

SECTION 20.01. Tenant's Remedies. Upon the occurrence of an Event of Default by Subtenant, Tenant shall be entitled to proceed with any and/or all of the following remedies:

(a) reenter (on a peaceable basis), take possession of the Property and terminate this Agreement, in which event all future obligations of the parties to one another under this Agreement shall terminate. If necessary, Tenant may file such forcible entry and detainer actions as it deems fit to enforce its right of possession of the Property;

(b) remedy any default of Subtenant, and in connection with such remedy, Tenant may pay all expenses and employ counsel, and all sums so expended or obligations incurred by Tenant in connection therewith shall be paid by Subtenant to Tenant, upon demand by Tenant, and on failure of such reimbursement, Tenant may, at Tenant's option, deduct all costs and expenses incurred in connection with remedying a default of Subtenant from the next sums subsequently becoming due to Subtenant from Tenant under the terms of this Agreement; or

(c) enforce its rights and remedies by suit, action at law, or other appropriate proceeding, whether one or more, and/or bring an action for enforcement or specific performance of any covenant, promise or agreement or condition contained in this Agreement;

(d) terminate this Agreement, in which event, all obligations of Tenant to Subtenant under this Agreement shall forthwith terminate; and/or

(e) no remedy herein conferred upon or reserved to Tenant is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 20.02. Subtenant's Remedies. Upon the occurrence of an Event of Default by Tenant, Subtenant shall be entitled to proceed with any or all of the following as its remedies:

(a) remedy any default of Tenant, and in connection with such remedy, Subtenant may pay all expenses and employ counsel, and all sums so expended or obligations incurred by Subtenant in connection therewith shall be paid by Subtenant to Subtenant, upon demand by Subtenant, and on failure of such reimbursement, Subtenant may, at Subtenant's option, deduct all costs and expenses incurred in connection with remedying a default of Tenant from the next sums subsequently becoming due to Tenant from Subtenant under the terms of this Agreement;

(b) terminate this Agreement, in which event all future obligations of the parties to one another under this Agreement shall terminate;

(c) pursue its remedies at law or equity to enforce its rights to possession, use and quiet enjoyment of the Property, pursuant to the terms of the Lease, this Agreement and any documents delivered to Subtenant in respect hereof by Tenant or any third parties; and/or

(d) no remedy herein conferred upon or reserved to Subtenant is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 20.03. Attorneys' Fees. Should it become necessary for the Tenant, the Subtenant or the Lessor to commence legal proceedings to collect rent, to recover possession of the Property or to enforce any other provision of this Agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

ARTICLE XXI

Termination

SECTION 21.01. Events of Termination. The Term of this Agreement shall terminate on the occurrence of any of the events set forth below:

(a) an Event of Default by Subtenant which is not cured within the time permitted and Tenant sends to Subtenant a notice of termination for cause;

(b) an Event of Default by Tenant which is not cured within the time permitted and Subtenant sends to Tenant a notice of termination for cause;

(c) both parties agree in writing to terminate this Agreement; or

(d) upon the expiration or termination of this Agreement according to its terms.

ARTICLE XXII

Unavoidable Delays

SECTION 22.01. Unavoidable Delays. The provisions of this section shall be applicable if there shall occur during the Term of this Agreement any (a) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty; or (b) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform. As the result of any of the above-described events, if Tenant or Subtenant shall fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the Term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the unavoidable delay. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not be applicable to

Subtenant's or Tenant's obligation to pay any sums, monies, costs, charges or expenses required to be paid pursuant to the terms of this Agreement.

ARTICLE XXIII

Subtenant's Obligations

SECTION 23.01. Affiliate Companies. It is agreed and understood among the parties hereto that the parent and affiliated corporations of Subtenant will provide services for a fee to Subtenant and that the provision of such services for a fee and the actions taken in providing such services shall in no manner be construed to constitute the undertaking by such parent or affiliated corporation of any obligation, duty or liability of Subtenant to Tenant under the terms of this Agreement or any other relationship existing between Subtenant and Tenant, unless specifically set forth in a document executed by the party to be charged with such obligation, duty or liability. Subtenant may retain the services of any affiliate of Subtenant. Additionally, the fees paid for such services to parent and/or affiliated corporations of Subtenant shall not be considered to constitute payments to others in detriment to Tenant except as provided by the terms of this Agreement or the laws of bankruptcy or insolvency which are applicable to Subtenant. Tenant covenants that in dealing with representatives of a parent or affiliated corporation of Subtenant, such direct dealings taken by such representative shall in no manner be construed to be the direct action, obligation, duty, liability or undertaking of such parent or affiliated corporation.

SECTION 23.02. Tenant's Inquiry. Tenant warrants and represents that it has made such inquiry and investigation as it deems appropriate as to the financial ability of Subtenant to perform all of its obligations, duties, liabilities and undertakings contemplated by the transaction from which this Agreement arises and that it has no further inquiry it desires to make. Tenant further warrants and represents that it is not relying on any other entity to contribute the financial wherewithal to Subtenant to carry out its obligations, duties, liabilities and undertakings. Tenant is thus solely relying on the financial ability of Subtenant.

ARTICLE XXIV

Notices

SECTION 24.01. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally or (b) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail; provided, however, that the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Tenant:

COBBLESTONE GOLF GROUP, INC.
197 First Avenue
Needham, MA 02194
Attention: Michael S. Benjamin, Esq.

With a copy to:

Cravath, Swaine & Moore
825 Eighth Avenue
New York, NY 10019
Attention: Kevin J. Grehan, Esq.

If to Subtenant:

COBBLESTONE ENTERPRISES OF CALIFORNIA, INC.
3702 Via De La Valle, Suite 202
Del Mar, California 92014
Attention of President

With a copy to:

Addison Law Firm, a Professional Corporation
15770 Dallas Parkway, 5th Floor
Dallas, Texas 75248

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be

deemed to continue in effect for all purposes. No notice to either Tenant or Subtenant shall be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either Tenant or Subtenant.

ARTICLE XXV

General Provisions

SECTION 25.01. No Broker. Tenant and Subtenant each warrant that no real estate broker or person acting as such was consulted or dealt with by them in connection with or had any part in interesting them to enter into this Agreement. Each party shall hold the other harmless from any liability or expense incurred by the other party because of any claim for commission, fees or other compensation made by any real estate broker or other person based on claims contrary to this warranty.

SECTION 25.02. Entire Agreement. This Agreement embodies the entire agreement and understanding of Tenant and Subtenant relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, relating to such subject matter. Neither this Agreement nor any provision hereof may be amended, enlarged, modified, waived, discharged or terminated orally, but only as expressly provided herein or by an instrument signed by Tenant and Subtenant.

SECTION 25.03. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 25.04. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns whenever the context so requires or permits. Subtenant may not assign this Agreement nor sublease the Property (or any part thereof) without the prior written consent of Tenant and Lessor. An assignment by operation of law shall automatically terminate this Agreement.

SECTION 25.05. Time. Time is of the essence in this Agreement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Agreement shall not be considered an

extension of time for the performance of any other duty or obligation under this Agreement.

SECTION 25.06. Memorandum of Sublease. Tenant and Subtenant shall, promptly upon the request of either, enter into a short-form memorandum of this Sublease, in form and substance satisfactory to Tenant and suitable for recording in the State of California, in which reference to this Sublease, and all options contained herein, shall be made. Subtenant shall pay all costs and expenses of recording such Memorandum of Sublease.

SECTION 25.07. Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and if for any reason any section, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other sections, parts, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms or provisions shall be deemed not to be a part of this Agreement.

SECTION 25.08. Construction and Interpretation of Agreement. This Agreement has been executed and delivered in the State of California and shall be construed in accordance with the laws of the State of California. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the Property is located. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

SECTION 25.09. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (a) principal and agent, (b) a partnership or (c) a joint venture between the parties hereto; it being understood and

agreed that neither any provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of tenant and subtenant.

SECTION 25.10. No Third Party Beneficiaries. Nothing herein contained shall be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.

SECTION 25.11. Exhibits. All exhibits attached hereto are incorporated herein by this reference as if fully set forth herein; provided, however, in the event that at the time of the execution of this Agreement any of the exhibits to be attached are incomplete, the parties shall use their best efforts to complete such exhibits at the earliest possible date. To the extent this Agreement may be rendered unenforceable by the lack of completion of any of the exhibits, such defect shall be cured as such incomplete exhibits are made complete in accordance with this Section 25.11, except to the extent that such exhibits are deemed and stipulated by the parties to be complete on the execution of this Agreement by the parties hereto. If any exhibits are subsequently changed by the mutual written agreement of the parties, the exhibits shall be modified to reflect such change or changes and initialed by the parties.

SECTION 25.12. Captions. Captions, titles to sections and paragraph headings used herein are for convenience or reference and shall not be deemed to limit or alter any provision hereof.

SECTION 25.13. Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement. All other documents and instruments to be executed and delivered in accordance herewith shall continue in full force and effect.

SECTION 25.14. Governing Document; Subordinate to Lease. (a) This Agreement is in effect a sublease of the Property covered by the Lease. This Agreement shall govern in the event of any inconsistency between this Agreement and any of the Exhibits attached hereto or any other document or instrument executed or delivered pursuant hereto or in connection herewith; provided, however, this Agreement is subject to, and specifically subordinate to, the covenants and conditions of the Lease notwithstanding any provisions hereof contrary to or in conflict with the Lease, and, in

the event of any inconsistencies between this Agreement and the Lease, the terms and conditions of the Lease shall control and govern.

(b) Subtenant shall assume the defense of, indemnify and hold harmless Lessor from all claims, expenses and liabilities of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the Property by Subtenant, the condition of the Property or from any act or omission of Subtenant, its agents and invitees; provided, however, Subtenant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence or sole wilful misconduct of the Lessor, its agents, officers or employees or from the condition of the Property existing prior to the Commencement Date

SECTION 25.15. Rights of Lessor. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall negate, restrict, or interfere with any of the rights granted Lessor in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper, duly authorized corporate officers, all as of the day and year first above set forth.

Tenant:

COBBLESTONE GOLF GROUP, INC.,
a Delaware corporation,

by

Name:
Title:

[Seal]

Attest:

Title:

Subtenant:

COBBLESTONE ENTERPRISE OF
CALIFORNIA, INC., a California
corporation,

by _____

Name:
Title:

[Seal]

Attest:

Title:

The Property

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Definitions

All capitalized terms referenced or used in the Agreement of Sublease (the "Agreement") to which this Exhibit is attached and not specifically defined therein shall have the meaning set forth below in this Exhibit B, which is attached to and made a part of the Agreement for all purposes. The Section, Paragraph and Exhibit references herein refer to the Sections, Paragraphs and Exhibits in and to the Agreement.

1.01. Club. The term "Club" shall mean the Balboa Park Municipal Golf Course operated from the Property.

1.02. Commencement Date. The term "Commencement Date" shall mean the date hereof.

1.03. Events of Default. The term "Events of Default" shall have the meaning as set forth in Section 19.01.

1.04. Improvements. The term "Improvements" shall mean all improvements, structures and fixtures which are or may be placed, constructed or installed on the Property.

1.05. Lease. The term "Lease" shall mean the Lease relating to the Property by and between Lessor as "Landlord," and Tenant as "Tenant," dated _____, a copy of which is attached hereto as Exhibit D.

1.06. Lessor. The term "Lessor" shall mean City of San Diego, a _____ of the State of California, the fee simple title owner of the Property, and the "Landlord" under the Lease.

1.07. Property. The term "Property" shall mean the real property located in San Diego, California, described in Exhibit A, together with (i) all and singular the benefits, rights, privileges, easements, tenements, hereditaments and appurtenances pertaining to such real property, (ii) the Improvements, (iii) all right, title, interest and benefit in and to adjacent streets, roads, alleys and sewer, and (iv) water rights, if any.

1.08. Term. The term "Term" shall mean the period set forth in Section 3.01.

Initial Term

Extensions

Rent

[The Lease]