

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement ("Master Lease") dated June 16, 2003, and extended pursuant to Section 6 of the Master Lease, and entered into with

Alan Hoffman, as an individual d/b/a The Mission Group

("LESSEE") hereby consents to that certain Sublease Agreement ("Sublease") dated February 3, 2004, by and between the above LESSEE ("SUBLESSOR") and

Carolyn Chase d/b/a Move San Diego, Inc.

("SUBLESSEE") for the property described as 1250 Sixth Avenue, Suite 215, San Diego, CA 92101. The Sublease is attached hereto as Exhibit A and incorporated by this reference. 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:

1. ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and CITY. An assignment by operation of law shall automatically terminate this lease.
2. HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE 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 SUBLESSEE, his agents and invitees; provided, however, 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.
3. INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE 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 one million dollars (\$1,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall

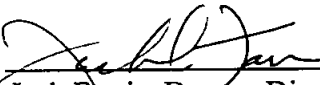
name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company. Prior to each insurance renewal period, LESSEE or SUBLESSEE shall submit to CITY a copy of the new insurance policy.

4. LEGAL PROCEEDINGS: Should it become necessary for LESSEE 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.
5. SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain Lease Agreement dated June 16, 2003, between the SUBLESSOR herein and 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 7/14/05

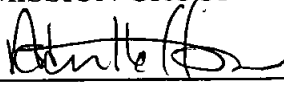
By 

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

SUBLESSOR:

THE MISSION GROUP

Dated 17 JUN 05

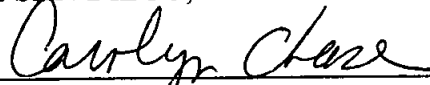
By 

Alan Hoffman

SUBLESSEE:

MOVE SAN DIEGO, INC.

Dated 24 JUN 05

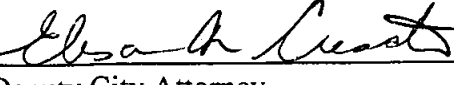
By 

Carolyn Chase

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Dated 7/27/05

By 

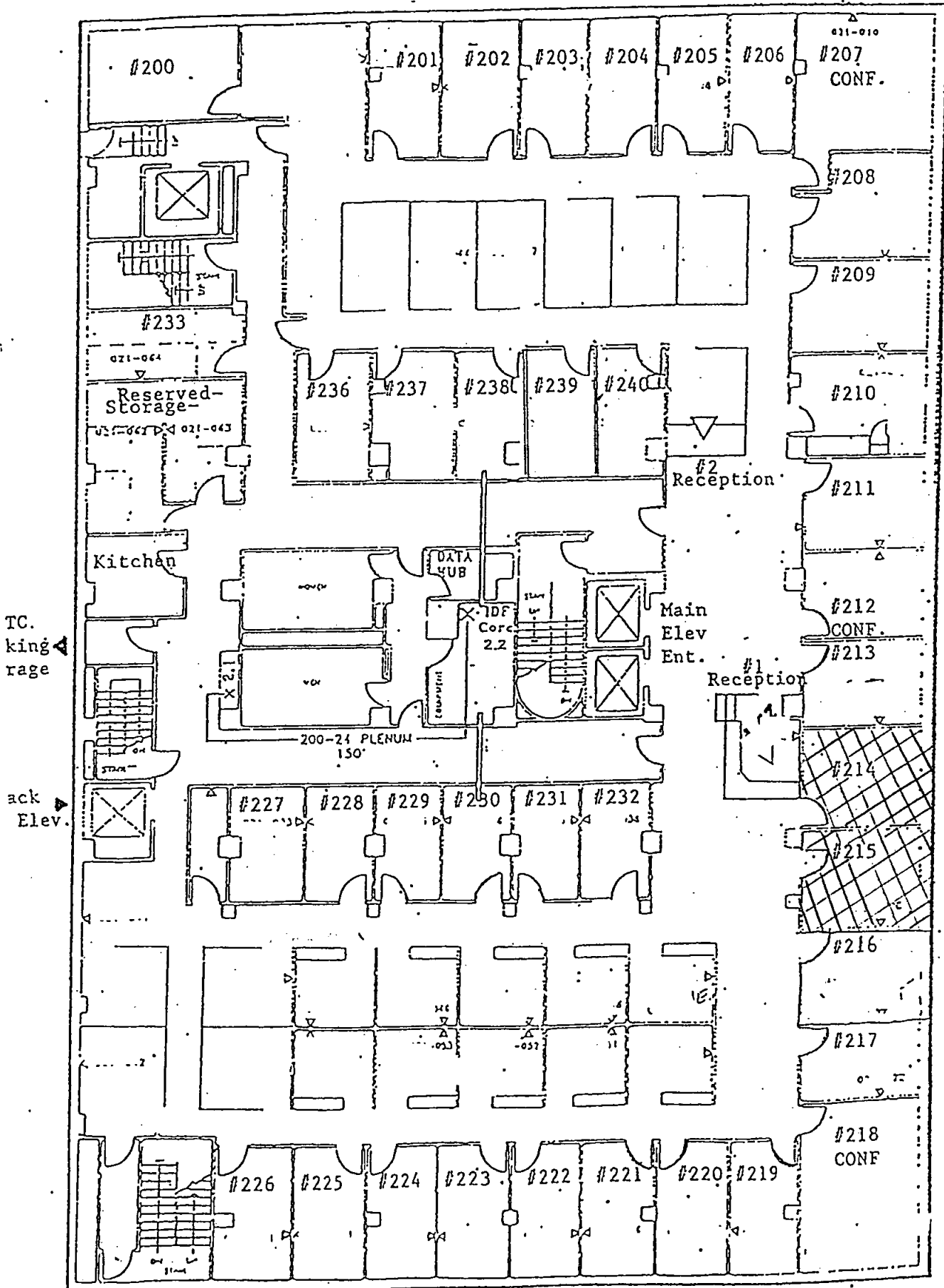
Deputy City Attorney

CRG/cb

05/18/05

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EXHIBIT "A" THE WORLD TRADE CENTER
SECOND FLOOR



Union Bank Bldg.

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SUBLEASE AGREEMENT

This Sublease is made and entered into this 5 day of February, ~~2003~~ ²⁰⁰⁴ between the Tenant, The Mission Group, whose principle place of business is 1250 Sixth Avenue Suite 214, San Diego, CA 92101, and the Subtenant, Move San Diego, Inc. Tenant leases Suites 214 and 215 from Landlord, City of San Diego, pursuant to a Lease that terminates on July 1, 2004.

1. DESCRIPTION OF THE PREMISES

The Tenant leases to the Subtenant office space at 1250 Sixth Avenue, Suite 215, San Diego, CA 92101, comprising a furnished office with high-speed internet access. Subtenant is permitted use of Suite 215 and shared areas of 1250 Sixth Avenue, including conference rooms, kitchen facilities and other common areas, only to the extent allowed by Tenant's Lease with Landlord.

2. TERM OF SUBLEASE

This Sublease shall begin on February 3, 2004 and continue on a month-to-month basis until July 1, 2004. The Tenant and Subtenant may continue this Sublease on a month-to-month basis after July 1, 2004 if Tenant extends the Lease or makes a new lease with Landlord. Subtenant and Tenant agree to provide 30 days notice for termination of this Sublease.

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

Subtenant shall pay to Tenant the sum of \$ 250.00 per month due on the first day of each month. Subtenant shall pay partial months on a pro-rated basis. If this Sublease is extended beyond July 1, 2004, the rent shall increase by 5% to \$262.50 per month. If this Sublease is further extended beyond July 1, 2005, then an additional 5% increase to a total of \$275.62 per month shall apply.

5. UTILITIES AND SERVICES

Subtenant will provide its own local and long-distance phone service.

6. LIABILITY

Nothing in this Sublease is intended to change the terms of Tenant's Lease with Landlord or to transfer any liabilities or obligations therein to Subtenant.

AGREED

TENANT:

The Mission Group

By: Alan Hoffman

Alan Hoffman

Its: owner

Date: 5 Feb 04

SUBTENANT:

Move San Diego, Inc.

By: Chris Schmidt

Chris Schmidt

Its: President

Date: 2-9-04

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AGREED:

TENANT:

The Mission Group

By: _____
Alan Hoffman

Its: _____

Date: _____

SUBTENANT:

Move San Diego, Inc.

By: _____
Chris Schmidt

Its: _____

Date: _____