

CONSENT TO SUBLEASE AGREEMENT

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 1-15-14, (the "Effective Date"), as follows:

CITY, as "LESSOR," and BROWN FIELD AVIATION VENTURES (sublet to LANCAIR CORP.), a California corporation ("LESSEE"), are parties to a certain Third Amended and Restated Flat Rate Lease Agreement ("MASTER LEASE") dated December 28, 2005, and relating to certain CITY-owned real property (the "PREMISES") located at Brown Field Municipal Airport in San Diego, California.

LESSEE intends to enter into a sublease agreement ("SUBLEASE"), with Eiwaz Ali Ahmadi, an individual DBA Japanese Auto Sales, ("SUBLESSEE"), for the purpose of operating an automobile retail sales office on a portion of the PREMISES.

Pursuant to the MASTER LEASE, LESSEE has requested the CITY'S consent to sublease a portion of the PREMISES to SUBLESSEE, identified as Suite 204 located at 1590 Continental Street, San Diego, California 92154.

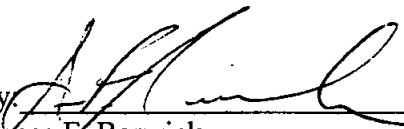
CITY hereby consents to LESSEE subleasing a portion of the PREMISES to SUBLESSEE, provided all of the following conditions are and remain true throughout the term of the SUBLEASE:

1. **USE.** The proposed use shall be solely and exclusively for retail auto sales with the following condition: (a) All vehicles must be stored off site; (b) there will be no test driving or storage of automobiles on the PREMISES or any Brown Field Municipal Airport property; and (c) no auto- or sales-related banners, streamers, signs or other car lot style advertising are allowed on the PREMISES.
2. **SUBORDINATION.** The SUBLEASE shall be subordinate to the MASTER LEASE in all respects, notwithstanding any provision of this consent to the MASTER LEASE contrary to or in conflict with the SUBLEASE. CITY is not party or subject to the SUBLEASE. CITY shall not be not bound by any term or condition in the SUBLEASE which in any way conflicts with the MASTER LEASE. By this Consent, CITY merely approves of the SUBLESSEE and SUBLESSEE's proposed use of the PREMISES only.
3. **ASSIGNMENT AND SUBLEASING.** LESSEE shall ensure that SUBLESSEE does not assign the SUBLEASE or sublet the premises or any part thereof without prior written consent of CITY; any such unapproved assignment or sublease may result in termination of the MASTER LEASE. An assignment by operation of law shall automatically terminate the SUBLEASE.

4. HOLD HARMLESS. LESSEE shall ensure that SUBLESSEE assumes the defense of, release, indemnify and hold harmless 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 PREMISES, the condition of the PREMISES or from any act or omission of SUBLESSEE, its agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or willful misconduct of CITY, its elected officials, representatives, agents, officers or employees.
5. INSURANCE. LESSEE shall ensure that SUBLESSEE is insured by an insurance carrier acceptable to 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. On a separate endorsement, the policy shall name "The City of San Diego, its elected officials, officers, representatives, agents and employees" as additional insured. The policy shall specify that the policy may not be terminated, altered or cancelled without thirty (30) days prior written notice to CITY by the insurance company.
6. DISCRETIONARY REVIEW. CITY is not hereby obligated to LESSEE, SUBLESSEE, or to any governmental agent, board, commission, or agency with regard to any discretionary action relating to the PREMISES, the SUBLEASE, or any activity to be done pursuant thereto.
7. 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 attorneys' fees.

THE CITY OF SAN DIEGO

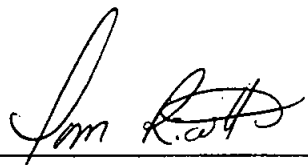
Dated 1/17/14

By: 
James F. Barwick
Director, Real Estate Assets

Acknowledged and understood:

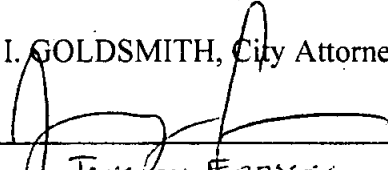
LANCAIR CORP.

Dated 1-15-14

By: 
Tom Ricotta
Lancair Corp.

APPROVED AS TO FORM AND LEGALITY this 23 day of January, 2014:

Date: 1/23/14

JAN I. GOLDSMITH, City Attorney
By: 
Jeremy Fonseca
Deputy City Attorney for AIRPORTS

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PERSONAL MONEY ORDER

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Operator I.D.: u112659

November 05, 2013

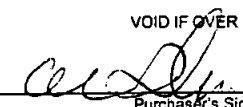
PAY TO THE ORDER OF ***CITY OF SAN DIEGO***

Two hundred dollars and no cents

\$200.00

WELLS FARGO BANK, N.A.
475 FLETCHER PKWY
EL CAJON, CA 92020
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 200.00


Purchaser's Signature

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