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MAR 18, 2005 4:34 PM

Recording Requested By and
When Recorded Mail to:

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Hilding Kipnis Lyon & Kelly
11975 El Camino Real, Suite 200
San Diego, CA 92130

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OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 23.00
PAGES: 6



2005-0226221

APN: Portion of 232-03-26, 232-03-
27, and 232-040-21

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INDEX AS CC#25

MEMORANDUM OF SELLER'S RELOCATION RIGHT

Agreement

THIS MEMORANDUM OF SELLER'S RELOCATION RIGHT ("Memorandum") is made and entered into as of this 18th day of March, 2005, by and between JRM-ERTC I, L.P., a California limited partnership ("Seller") and Palomar Pomerado Health, a California Health Care District ("Buyer").

RECITALS

Pursuant to that certain Option to Purchase, Purchase Agreement and Escrow Instructions dated as of February 11, 2005 (as may be amended, the "Agreement"), executed by Buyer and Seller, Buyer is acquiring from Seller that certain real property ("Property") located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit "A" attached to this Memorandum and incorporated into this Memorandum by this reference.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Pursuant to the Agreement, Buyer has granted to Seller the right ("Seller's Relocation Right") to reacquire the Property and relocate Buyer to a substitute property elsewhere in the Escondido Research and Technology Center for the period and upon and subject to the terms, covenants, conditions and provisions set forth in Article 16 of the Agreement. All of the terms, covenants, conditions and provisions of such Seller's Relocation Right are hereby incorporated into this Memorandum by reference.

2. Except as expressly provided in the Agreement, Buyer may not, without Seller's written consent (which consent may be withheld in Seller's sole discretion), sell, convey, encumber, mortgage, assign, transfer, alienate, develop, improve, or otherwise dispose of the Property or any portion thereof or any interest therein in any manner or way, whether voluntary or involuntary, until expiration or earlier termination of the Seller's Relocation Right.

3. Seller covenants, for itself, its successors and assigns, as the holder of the Seller's Relocation Right, to execute and deliver to Buyer, its successors or assigns, as the owner of the Property, within ten business days after Seller's receipt of Buyer's written request, a quitclaim deed (or such other documents reasonably requested by Buyer and reasonably approved by Seller) sufficient to terminate the Seller's Relocation Right of record, at any time following expiration or earlier termination of the Seller's Relocation Right.

4. This Memorandum is to be recorded in the Official Records of San Diego County, California, immediately following the recordation of the Grant Deed pursuant to which Seller has conveyed its fee interest in the Property to Buyer.

5. This Memorandum may be executed in counterparts, all of which shall constitute the same Memorandum, notwithstanding that all parties to this Memorandum are not signatory to the same or original counterpart.

6. Nothing in this Memorandum shall modify any of the terms of the Agreement.

IN WITNESS WHEREOF, the parties to this Memorandum have executed this Memorandum as of the date first set forth above.

"BUYER":

Palomar Pomerado Health, a California Health Care District

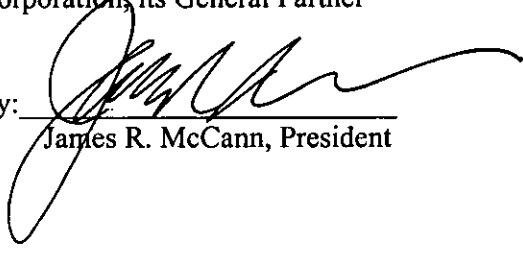
By: _____
Its: _____

By: _____
Its: _____

"SELLER":

JRM-ERTC I, L.P.
a California limited partnership,

By: JRM Holdings, Inc., a California corporation, its General Partner

By: 
James R. McCann, President

[NOTARIES ON FOLLOWING PAGE]

3. Seller covenants, for itself, its successors and assigns, as the holder of the Seller's Relocation Right, to execute and deliver to Buyer, its successors or assigns, as the owner of the Property, within ten business days after Seller's receipt of Buyer's written request, a quitclaim deed (or such other documents reasonably requested by Buyer and reasonably approved by Seller) sufficient to terminate the Seller's Relocation Right of record, at any time following expiration or earlier termination of the Seller's Relocation Right.

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"BUYER":

Palomar Pomerado Health, a California Health Care District

By: [Signature]
Its: [Signature]

By: [Signature] 3/18/05
Its: CFO

"SELLER":

JRM-ERTC I, L.P.
a California limited partnership,

By: JRM Holdings, Inc., a California corporation, its General Partner

By: _____
James R. McCann, President

[NOTARIES ON FOLLOWING PAGE]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On March 18, 2005, before me, Victoria Dural, Notary Public,
personally appeared Michael H. Cosert and Robert Hemker,
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to me
that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and that by
(his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Victoria Dural
Notary Public in and for said State

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 2005, before me, _____,
personally appeared _____ and _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to me
that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and that by
(his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

State of California)
County of San Diego)

On March 18, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **James R. McCann** personally known to me ~~or proven to me on the basis of satisfactory evidence~~ to be the person ~~(s)~~ whose name ~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

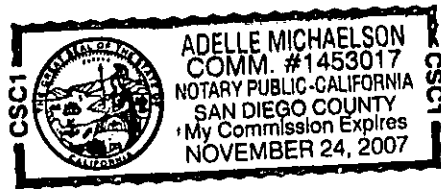
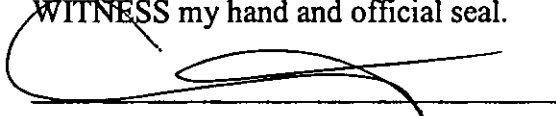


EXHIBIT A

(Legal Description)

All that certain real property located in the City of Escondido, County of San Diego, State of California, described as follows:

Lots 30, 31 and 32 of Escondido Tract No. 834, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 14983, filed in the Office of the County Recorder of San Diego County on March 17, 2005 as File No. 2005-0220836, Official Records.

EXHIBIT "A"