

AMENDMENT TO SUBLEASE AGREEMENT

This Amendment to the Sublease Agreement, dated April 1, 2019, ("Amendment") is entered into by and between Sportsmen's Sea Food Co., Inc. ("Sportsmen's") and Cruise San Diego, LLC. This Amendment shall be effective on June 1, 2019 ("Effective Date").

RECITALS

- A. WHEREAS, Sportsmen's and Cruise SD entered into the Sublease Agreement on April 1, 2019, relating to Cruise SD's sublease of a certain area of Sportsmen's dock located at 1617 Quivira Road, San Diego, California.
- B. WHEREAS, the parties have met and conferred with respect to the insurance requirements set out in the Sublease Agreement and found them to be excessive.
- C. WHEREAS, the parties desire to amend the Sublease Agreement to reflect the newly agreed upon insurance requirements.

NOW, WHEREFORE, in consideration of the covenants and agreements in this Amendment and other good and valuable consideration, Sportsmen's and Cruise SD hereby amend the Sublease Agreement as to the following particulars only:

AMENDMENT

The following provisions shall be modified in the Sublease Agreement.

4.1 Liability Insurance. On or before the Effective Date, Cruise SD shall have obtained, as evidenced by a current certificate of insurance, a **Commercial Liability** insurance policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Cruise SD's ownership, maintenance, operation, and/or use of its boat and the Subleased Premises in the conduct and/or operation of the Business, with limits of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence with at least ONE MILLION DOLLAR (\$1,000,000) aggregate. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen's and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen's and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the certificate of insurance is filed with Sportsmen's and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Cruise

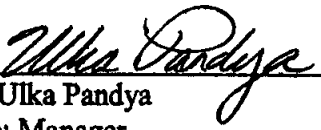
SD and must be disclosed and acceptable to Sportsmen's and the City at the time evidence of insurance is provided.

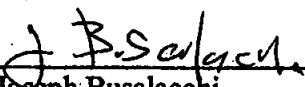
4.2 Other Insurance. On or before the Effective Date, Cruise SD shall have obtained, as evidenced by a current certificate of insurance, a **Professional Liability** policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Cruise SD's use of the Subleased Premises or operation of the Business, with limits of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence, subject to an annual aggregate of at least ONE MILLION DOLLARS (\$1,000,000). Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen's and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen's and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the certificate of insurance is filed with Sportsmen's and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Cruise SD and must be disclosed and acceptable to Sportsmen's and the City at the time evidence of insurance is provided. Additionally, Cruise SD shall, at its own cost and expense, obtain and keep in force during the term of this Agreement a **Workers Compensation Insurance** policy covering all of its employees.

IN WITNESS WHEREOF, Sportsmen's and Cruise SD agree to the above terms and conditions.

CRUISE SAN DIEGO, LLC

SPORTSMEN'S SEA FOOD CO., INC.


By: Ulka Pandya
Title: Manager


By: Joseph Busalacchi
Title: President

AMENDMENT TO SUBLEASE AGREEMENT

This Amendment to the Sublease Agreement, dated March 1, 2019, ("Amendment") is entered into by and between Sportsmen's Sea Food Co., Inc. ("Sportsmen's") and Jeff Tiglio, owner and operator of Pacific Bounty Sportsfishing ("Pacific Bounty"). This Amendment shall be effective on June 1, 2019 ("Effective Date").

RECITALS

- A. WHEREAS, Sportsmen's and Pacific Bounty entered into the Sublease Agreement on March 1, 2019, relating to Pacific Bounty's sublease of a certain area of Sportsmen's dock located at 1617 Quivira Road, San Diego, California.
- B. WHEREAS, the parties have met and conferred with respect to the insurance requirements set out in the Sublease Agreement and found them to be excessive.
- C. WHEREAS, the parties desire to amend the Sublease Agreement to reflect the newly agreed upon insurance requirements.

NOW, WHEREFORE, in consideration of the covenants and agreements in this Amendment and other good and valuable consideration, Sportsmen's and Pacific Bounty hereby amend the Sublease Agreement as to the following particulars only:

AMENDMENT

The following provisions shall be modified in the Sublease Agreement.

4.1 Liability Insurance. On or before the Effective Date, Pacific Bounty shall have obtained, as evidenced by a current certificate of insurance, a **Commercial Liability** insurance policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Pacific Bounty's ownership, maintenance, operation, and/or use of its boat and the Subleased Premises in the conduct and/or operation of the Business, with limits of at least **ONE MILLION DOLLARS (\$1,000,000)** per occurrence with at least **ONE MILLION DOLLAR (\$1,000,000)** aggregate. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen's and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen's and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the

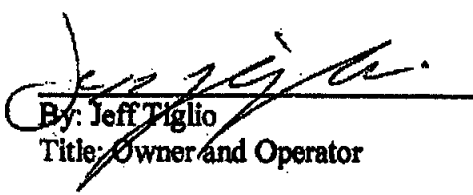
certificate of insurance is filed with Sportsmen's and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Pacific Bounty and must be disclosed and acceptable to Sportsmen's and the City at the time evidence of insurance is provided.

4.2 Other Insurance. On or before the Effective Date, Pacific Bounty shall have obtained, as evidenced by a current certificate of insurance, a **Professional Liability** policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Pacific Bounty's use of the Subleased Premises or operation of the Business, with limits of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence, subject to an annual aggregate of at least ONE MILLION DOLLARS (\$1,000,000). Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen's and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen's and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the certificate of insurance is filed with Sportsmen's and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Pacific Bounty and must be disclosed and acceptable to Sportsmen's and the City at the time evidence of insurance is provided. Additionally, Pacific Bounty shall, at its own cost and expense, obtain and keep in force during the term of this Agreement a **Workers Compensation Insurance** policy covering all of its employees.

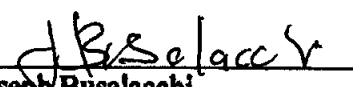
IN WITNESS WHEREOF, Sportsmen's and Pacific Bounty agree to the above terms and conditions.

PACIFIC BOUNTY

SPORTSMEN'S SEA FOOD CO., INC.


By: Jeff Tiglio

Title: Owner and Operator


By: Joseph Busalacchi

Title: President