

CONSENT TO LICENSE

THIS CONSENT TO LICENSE (Consent) is made by THE CITY OF SAN DIEGO, a California municipal corporation (City), to be effective as of the later date that this Consent is executed by City and approved by the San Diego City Attorney (Effective Date).

RECITALS

- A. City and Symphony Asset Pool XVI LLC, a Delaware limited liability company (Lessee), entered into the Amended and Restated City of San Diego Percentage Lease dated April 22, 2015, filed as document RR-309579 in the Office of the San Diego City Clerk, as amended by the First Amendment to the Amended and Restated City of San Diego Percentage Lease, dated May 27, 2016, and further amended by the Second Amendment to the Amended and Restated City of San Diego Percentage Lease, dated March 8, 2017 (hereinafter collectively the "Lease"), relating to City-owned real property located at 3106-3146 Mission Blvd., San Diego, California 92109, commonly known as "Belmont Park", and more particularly described in the Agreement (Premises).
- B. Lessee now desires to license a portion of the Premises, consisting of approximately 100 square feet of space located in between Buildings 4 and 5 to Wicked Maine Lobster, LLC, a Maine limited liability company (Licensee).
- C. The Lease requires that City consent to the license of any portion of Lessee's right, title and/or interest in the Master Lease.

NOW, THEREFORE, subject to the following conditions and for valuable consideration the receipt and sufficiency of which is acknowledged, City provides its consent subject to the following:

- 1. Subject to the terms and conditions contained here, City hereby consents to Lessee's request to license that certain portion, as set forth in Recital "B" above, of its right, title and interest in and to the Lease to Licensee for the sole purpose of allowing Licensee to use the area to prepare and sell Maine lobster rolls, crab rolls, lobster tacos, lobster macaroni and cheese, New England clam chowder and other shellfish food entrees and no other purpose. By giving this Consent, City is merely consenting to the requested license. All terms and conditions of the Lease shall control and supersede all provisions in any license executed between Lessee and Licensee;
- 2. City's Consent is conditioned upon Lessee ensuring that Licensee will assume all rights and obligations as a licensee under the Lease and this Consent, as applicable to Licensee as the licensee of that certain portion of the Premises set forth in any license agreement. Failure to ensure compliance with these obligations, and all other obligations of the Lease, shall be considered a material default under the Lease and may subject the Lease to termination;

3. By this Consent, City does not release, discharge or modify Lessee's obligations to City under the Lease;
4. This Consent does not constitute consent to any subsequent licenses;
5. Lessee agrees to pay City any applicable processing and or administrative fee(s) for processing this Consent; and
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the license. Further, Licensor agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

IN WITNESS WHEREOF, this Consent is executed by City acting by and through its Mayor, or his designee.

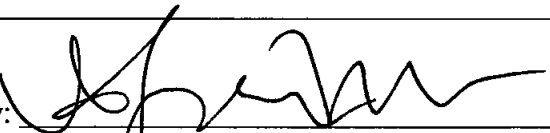
THE CITY OF SAN DIEGO,
a California municipal corporation

Date: 5/31/17

By: 
Cybele L. Thompson, Director
Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

Date: 6/21/17

By: 
Alyssa M. Muto, Deputy Director
Environment & Policy Analysis

Approved as to form this 22nd day
of June 2017.

MARA W. ELLIOTT, City Attorney

By: 
Name: Mara W. Elliott
Title: Deputy City Attorney



Date of Notice: June 2, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to License – Wicked Maine Lobster

COMMUNITY PLAN AREA: Mission Beach

COUNCIL DISTRICT: 2

LOCATION: 3106-3146 Mission Boulevard, San Diego, CA 92109 commonly known as "Belmont Park"

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a Consent to License allowing Permittee to use approximately 100 square feet of City-owned outdoor space located between Buildings 4 and 5 to Wicked Main Lobster, in San Diego.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to CEQA State Guidelines Section 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Heide E. Farst, CSM
Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

PHONE NUMBER: 619-236-6727

On June 2, 2017, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**June 16, 2017**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: June 2, 2017

REMOVED: JUN 23 2017

POSTED: M. Lee

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is dated effective as of _____, 2017 (the "Effective Date"), by and between SYMPHONY ASSET POOL XVI LLC, a Delaware limited liability company ("Licensor"), and WICKED MAINE LOBSTER, LLC, a Maine limited liability company ("Licensee"), each of whom shall sometimes be referred to herein as a "Party," or collectively as the "Parties."

RECITALS

A. WHEREAS, pursuant to that certain Percentage Lease by and between Licensor, as lessee, and the City of San Diego (the "City"), as lessor, dated as of March 4, 1987, as amended (the "Master Lease"), Licensor is the ground lessee of that certain real property commonly known as Belmont Park, which includes all areas of land and the improvements, landscaping, parking, pedestrian walkways and other features located on such land (the "Center").

B. WHEREAS, Licensee desires to license approximately one hundred (100) square feet of space located in the Center in between Buildings 4 and 5 and more particularly shown and depicted by the gray area on Exhibit "A," attached hereto and incorporated herein by reference (the "Premises"), from Licensor, and Licensor desires to license the Premises to Licensee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the Premises during the Term (as hereafter defined). At no time during the Term, shall Licensee have exclusive possession or control of the Premises. Any City license application fees associated with this Agreement and required for Licensee to operate on the Premises shall be paid by Licensee.

2. Term. The term of this Agreement (the "Term") shall be for a period of three (3) months, commencing on the later of: (i) April 15, 2017, or (ii) within two (2) days after the City approves Licensee's use of the Premises in accordance with the terms and conditions of this Agreement (the "Commencement Date") and expiring on that date which is three (3) months following the Commencement Date (the "Expiration Date"), unless terminated earlier by Licensor in accordance with Section 8 below. After the Expiration Date, the Term will continue on a month-to-month basis until either Party terminates the license by giving the other Party at least thirty (30) days written notice.

3. License Fee. As of the Effective Date, Licensee shall pay to Licensor a license fee in the amount of Nine Hundred and 00/100 Dollars (\$900) per month (the "License Fee"). The License Fee shall be due on the first day of every month during the Term (including any extensions thereof). Such amount shall be prorated for periods less than one month, and shall be due and payable as of the Effective Date.

4. Gross Sales Percentage Fee. In addition to the License Fee, Licensee shall pay to Licensor a gross sales percentage fee in the amount of eighteen percent (18%) of Licensee's immediately preceding month's Gross Sales (as hereafter defined) over and above Five Thousand and 00/100 Dollars (\$5,000) (the "Natural Breakpoint") (the "Gross Sales Percentage Fee"). The Gross Sales Percentage Fee shall be due and payable on a monthly basis within ten (10) days following the end of each month during the Term (including any extensions thereof). The amount of the Gross Sales Percentage Fees payable by Licensee in any given calendar month shall not be subject to cumulative adjustment to compensate for differences in Gross Sales between one month

and another (i.e., the Gross Sales Percentage Fee shall be calculated and payable on a monthly basis only and not on a year-to-date basis). The term "Gross Sales" as used herein is defined to mean all income and gross sales of Licensee from all business conducted upon or from and occupancy of the Premises, from whatever source derived whether received or to become due and whether such sales be evidenced by cash, check, credit, charge account, exchange or otherwise. Gross Sales shall include, but not be limited to, the amount received from the sale of goods, memberships, wares, and merchandise and for services performed on, at or from the Premises and whether such sales be made by means of merchandise or other vending devices in the Premises. All sales originating at or from the Premises shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another place for collection and even though actual filling of the sale or service order and actual delivery of the merchandise may be made from a place other than the Premises. Gross sales shall include any manufacturer's or importer's excise tax included in the price of the goods sold, even though the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

5. Failure to Pay. The License Fee shall be due on the first day of each month, in advance, for the Term. The Gross Sales Percentage Fee shall be due on the tenth day of each month, for the Gross Sales Percentage Fee accruing during the prior calendar month during the Term. If Licensee fails to pay any monthly installment of the License Fee by 5:00 p.m., PST on the fifth day of the month, or fails to pay any monthly installment of the Gross Sales Percentage Fee by 5:00 p.m., PST on the tenth day of the month, Licensor is entitled to compensation for such detriment; however it is extremely difficult and impractical to ascertain the extent of detriment to Licensor. The Parties therefore agree that should Licensee fail to pay the License Fee or the Gross Sales Percentage Fee when due, Licensor shall be entitled to recover from Licensee as liquidated damages, the greater of: (i) One Hundred and 00/100 Dollars (\$100) or (ii) three percent (3%) of the delinquent amount. Such past due amounts shall bear interest at the Lease Interest Rate from the date due.

6. Security Deposit. On the Effective Date, Licensee shall deposit with Licensor a security deposit in the amount of Nine Hundred and 00/100 Dollars (\$900) (the "Security Deposit"), such amount to be held by Licensor during the Term as security for Licensee's faithful performance of its obligations hereunder. If Licensee fails to make any payment when due under this Agreement, or otherwise defaults with respect to any provision of this Agreement, Licensor may use, apply or retain all or any portion of the Security Deposit for the payment of such obligation or default, or for the payment of any other sum to which Licensor may be become obligated by reason of Licensee's default, or to compensate Licensor for any loss or damage that Licensor may suffer thereby.

7. Relocation. Licensor reserves the right from time to time, in its sole discretion, to relocate the Premises upon two (2) days advanced written notice to Licensee.

8. Termination Right. Notwithstanding anything to this Agreement to the contrary, Licensor shall have the right (at any time) to terminate this Agreement with respect to the Premises by delivering written notice of termination to Licensee not less than one (1) calendar day prior to the intended termination date. Provided that the termination is not the result of a default of this Agreement by Licensee, Licensor shall, within thirty (30) days after a request therefor, reimburse Licensee for the unused portion of the License Fee, prorated on a day-for-day basis. Except as provided in this Section 8, under no circumstances shall the License Fee be refunded to Licensee.

9. Use. The sole purpose of this license is for Licensee and its employees to use the Premises to prepare and sell Maine lobster rolls, crab rolls, lobster tacos, lobster macaroni and cheese, New England clam chowder and other shellfish food entrees. Licensee covenants and agrees to use and occupy the Premises for no other purpose, other than stated in this Section 9, without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Licensee may not erect or construct any permanent or temporary structure on the

Premises without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Other than during the permitted working hours referenced herein, Licensee shall not store any equipment, goods, materials, personal property, signs, etc. on the Premises at any other time or overnight. Licensee shall clean the Premises and remove any and all equipment, goods, materials, personal property, signs, etc. from the Premises at the end of each and every working day. Licensee shall not sell or provide alcoholic beverages at any time on the Premises, the Center or at Mission Beach Park. Licensee shall only be permitted to sell or provide Coca-Cola and Red Bull beverage products on the Premises. Licensee acknowledges, understands and agrees that Licensee shall not sell any products, goods, merchandise, etc. that is in competition with Belmonte's,, Dole Whip Hot Dog On A Stick, Sweet Shop, and/or Kikos Shop. By way of example, Licensee shall not sell ice cream, coffee, hamburgers, hot dogs, mexican food, acai bowls, etc. Licensee shall not commit, nor suffer to be committed, any waste or nuisance on or about the Premises.

Licensee acknowledges and understands that the land leased by Licensor from the City is a part of Mission Beach Park, a dedicated public park. Therefore, the Center must be utilized for park and recreation purposes, including commercial and recreational uses which provide services, activities and facilities to the users of Mission Beach Park, as well as to the users of the adjacent beach areas. Licensee agrees to utilize the Premises for purposes consistent with the foregoing requirements. In addition, Licensee agrees not to perform any acts or carry on any practices which may (i) injure the Center or (ii) be a nuisance or menace to other licensees or tenants in the Center. Licensee will, at its expense, comply with all requirements of insurance underwriters and governmental authorities having jurisdiction over the Premises, including compliance necessary for extended coverage insurance for the Premises.

Licensor reserves the right from time to time, in its sole discretion, to alter, relocate or expand the Center and all improvements, landscaping, parking, pedestrian walkways and other features, provided it will use reasonable efforts not to materially and adversely affect Licensee's use of the license granted herein.

10. Indemnification.

10.1 Exculpation. To the fullest extent permitted by law, Licensee, on behalf of itself and Licensee's officers, directors, shareholders, partners, trustees, members, managers, agents, employees and independent contractors as well as to all persons and entities claiming through any of these persons or entities (the "Licensee Parties") waives all claims (in law, equity, or otherwise) against Licensor, Licensor's officers, directors, shareholders, partners, trustees, members, managers, agents, employees and independent contractors as well as to all persons and entities claiming through any of these persons or entities (the "Licensor Parties") and knowingly and voluntarily assumes the risk of, and agrees that the Licensor Parties shall not be liable to the Licensee Parties for any of the following: (a) injury to or death of any person; and (b) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause. Licensor Parties shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of the Licensor Parties, or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the Licensor Parties. This section shall survive the expiration or earlier termination of this Agreement until all claims within the scope of this section are fully, finally, and absolutely barred by the applicable statutes of limitations. Licensee acknowledges that this Section 10.1 was negotiated with Licensor, that the consideration for it is fair and adequate, and that Licensee had a fair opportunity to negotiate, accept, reject, modify or alter it.

10.2 Indemnity by Licensee Parties. To the fullest extent permitted by law, except to the extent caused by the sole negligence of Licensor Parties, Licensee Parties will, at Licensee Parties' sole expense and with counsel acceptable to Licensor and/or City, defend, indemnify and

hold harmless Licensors Parties and City from any liability whatsoever, on account of any such real or claimed damages or injury, and from all liens, claims and demands, including attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities with respect to any claim or demand, arising out of (i) the use, condition, operation or occupation of the Premises, (ii) any repairs or alterations which Licensee Parties may make to the Premises or Center, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees or judgments, (iii) any act, omission or negligence by Licensee Parties and (iv) any failure by Licensee Parties to comply or secure compliance with any of the terms or conditions of this Agreement, whether before or during the Term or after its expiration or earlier termination. This Section 10.2 shall survive the expiration or earlier termination of this Agreement until all claims against Licensors Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

10.3 Waiver of Subrogation. Licensee for itself, its successors, assigns, and insurance companies insuring Licensee with respect to the Premises, hereby waives any right Licensee may have on account of any loss or damage or damage to property caused by fire or any other perils, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

10.4 Licensee's City Lease. Licensee hereby acknowledges and agrees to (i) report all sales generated on the Premises to the City under Licensee's existing lease with the City and pay to the City any and all percentage rentals and other fees payable with respect to such sale, and (ii) indemnify Licensor for Licensee's failure to perform the requirements set forth in Section 10.4(i).

11. Insurance. Licensee agrees to apply for and obtain from insurance companies acceptable to Licensor and authorized to do business in California with a General Policyholder's rating of not less than "A" and a financial rating of at least "VII" rated in the most current available edition of "Best's Insurance Reports," effective from and after the Effective Date at Licensee's sole cost and expense, insurance coverages in the following amounts and form:

11.1 Public Liability and Property Damage. A Commercial General Liability insurance policy (with coverage which shall be at least as broad as the most recent edition of Insurance Services Offices Commercial General Liability coverage [Occurrence form CG 0001] or Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Offices Form GL 0404 covering Broad Form Comprehensive General Liability) with a combined single limit of not less than Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) insuring Licensee on an occurrence basis against all liability of Licensee and Licensor and the Licensee Parties and Licensor Parties arising out of and in connection with Licensee's use or occupancy of the Premises and the maintenance, use and occupancy thereof. All such public and property damage liability insurance shall specifically insure the performance by Licensee of the indemnity provisions of Section 10 above.

11.2 Policy Form. All policies of insurance to be obtained by Licensee shall be issued in the name of Licensee, with Licensor, City, and any other person or entity designated by Licensor as additional insureds. Executed copies of such policies of insurance or certificates thereof shall be delivered to Licensor within ten (10) days after issuance of each such policy. All policies shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recovery under said policies, for any loss occasioned to it or Licensor Parties, by reason of the negligence of Licensee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Licensee in the manner and to like extent, and shall be delivered to Licensor at least ten (10) days prior to the expiration of the term of the existing policy. All policies of insurance delivered to Licensor must contain a provision that the company writing said policy will give Licensor and City thirty (30) days' notice, in writing, in advance of any cancellation or lapse, or the effective date of any reduction in type or amount of coverage. All policies shall be

written as primary policies, not contributing with and not in excess of coverage which Licensor may carry, and shall be revised as to amounts and coverages at any time as required by City under the provisions of the Master Lease.

Licensee will report in writing to Licensor and City any accident causing property damage or involving any injury to persons on the Premises.

11.3 Insurance Use Restrictions. Licensee agrees that it will not carry any stock or goods, or do anything in or about the Premises, that will in any way increase the rates for insurance covering the Center, or cause a loss of coverage for the Center.

11.4 Increases in Insurance Coverage. If, in the opinion of Licensor's lender, City, or the insurance broker retained by Licensor, the amount or type of insurance carried by Licensee from time to time is inadequate, or if required by the Master Lease, Licensee shall increase or add the insurance coverage or type as required by Licensor's lender, City, or Licensor's insurance broker. Licensee shall not carry insurance coverage limits of a lesser amount than required of Licensor by the Master Lease.

12. Master Lease. This Agreement is subject and subordinate to the Master Lease, and any modification, alteration, or substitution therefor, including, without limitation, any modification, alteration, or substitution made in connection with any expansion, redesign, financing or refinancing of the Center. Licensee agrees that as to its license, it, and all persons in possession or holding under it, shall conform to and will not violate any of the terms or provisions of the Master Lease as such Master Lease may be modified, altered, replaced or substituted from time to time. In the event of any conflict between this Agreement and the Master Lease, the Master Lease shall prevail. Any requirement of Licensor in connection with and applicable to the Premises as if it were operating the Premises under the Master Lease is also a requirement of Licensee under this Agreement. All consents and approvals required under this Agreement from City shall be applied for solely by Licensor and at no time by Licensee.

13. Signs.

13.1 Restrictions. Licensee shall not display any sign without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Licensor's approval shall be based, among other things, upon the conformance by Licensee to (i) the sign program prepared by Licensor and attached hereto as Exhibit "B" and incorporated herein by reference ("Sign Program") (which, upon written notice to Licensee, may be changed or modified by Licensor from time to time), (ii) approval of the City of the proposed signage or item, and (iii) architectural conformity of the signage or item to the architecture, design and colors of the Center in the sole discretion of Licensor. Notwithstanding the foregoing, at no time during the Term may Licensee be allowed to install permanent signage on the Premises.

13.2 Licensor's Control over Signage. Licensee shall design, construct, and maintain Licensee's portable and temporary identification signs at the Premises, subject to the Sign Program and Licensor's written approval of such signage prior to use by Licensee. Licensee shall be responsible for all costs related to any such signs, including the reasonable cost of review of the proposed signage by Licensor's architect and/or graphics consultant.

13.3 Removal. Any item or items described in this Section 13, placed in the Center or on the Premises by Licensee without the permission of Licensor and City shall be considered a violation of this Section 13 and shall be subject to immediate removal by Licensor without notice. Licensee shall immediately reimburse Licensor for the actual cost of such removal.

14. Park Operating Hours. Licensee may only occupy the Premises during the hours set forth on Exhibit "C" attached hereto and incorporated herein by reference (the "Park Hours"). The

Park Hours may be changed by Licensor, in its sole discretion, with ten (10) days written notice to Licensees.

15. Compliance with Laws. Licensee shall, at its sole cost and expense, conform to, abide by, and comply with, all laws, statutes, ordinances, rules and regulations relating to the Center, the Premises and the operations herein authorized and shall be subject at all times to applicable rules and regulations, resolutions, ordinances and statutes of the City, the County of San Diego, the State of California and the Federal Government and all other governmental agencies. Where permits are required for such operations, the same must be first had and obtained from the regulatory body having jurisdiction thereof before such operation is undertaken. Licensee and all its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.

16. Licensee Default. Licensee's failure to comply with the terms, conditions and covenants set forth in this Agreement shall be deemed a default under this Agreement. Licensor shall have all rights and remedies available at law or in equity resulting from Licensee's default under this Agreement and any or all of Licensee's remaining prorated License Fee due and owed to Licensee as a result of the early termination of this Agreement shall be forever waived by Licensee as a result of Licensee's default.

17. Miscellaneous Provisions.

17.1 Assignment. Licensee may not assign, mortgage or otherwise transfer, whether voluntarily or involuntarily, the Premises, or any portion thereof or any interest of Licensee in this Agreement, without Licensor's prior written consent, which consent may not be unreasonably withheld.

17.2 Time of Essence. Time is hereby made expressly of the essence as to each provision of this Agreement.

17.3 Waiver. No waiver by any Party of the breach of any provision of this Agreement shall be construed as a waiver of any other breach, nor shall the acceptance of performance during any period in which any Party is in default be deemed to be a waiver of such default.

17.4 No Partnership. This Agreement shall not be construed to constitute any form of partnership or joint venture between Licensor and Licensee.

17.5 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be either personally delivered, which shall include delivery by means of professional messenger or courier service (such as Federal Express or DHL), sent by telecopier or telefacsimile ("FAX") machine capable of confirming transmission and receipt, or sent by first-class mail, postage prepaid, to the appropriate Party as follows:

If to Licensor: Symphony Asset Pool XVI LLC
5505 Cancha de Golf
Rancho Santa Fe, CA 92091
FAX: (858)-755-1687

If to Licensee: Wicked Maine Lobster, LLC
2820 Historic Decatur Road
San Diego, CA 92106
E-mail: wickedmainelobster@gmail.com

Notices sent in accordance with this Section 17.5 shall be deemed delivered: (a) upon the date of delivery as shown on the return receipt, if sent by professional messenger or courier service; (b) upon the date of receipt, if personally delivered by other means; (c) upon transmission, if sent by FAX machine; (d) upon the date of delivery as shown on the return receipt if sent by certified mail, return receipt requested; or (e) three (3) calendar days after deposit in the United States mail, if sent by first-class mail. Notice of change of address shall be given by written notice in the manner specified in this Section 17.5.

17.6 Binding Effect. Subject to Section 17.1 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

17.7 Modification. No amendment or modification of this Agreement shall be valid unless in writing duly executed by Licensor and Licensee.

17.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties thereto with respect to the subject matter hereof and supersedes any and all prior oral agreements regarding such matters.

17.9 Captions. The captions of sections of this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

17.10 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in San Diego County, California. This Agreement shall not be construed either for or against Licensor or Licensee, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the result intended by the language.

17.11 Severability. Should any term, condition, covenant or provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17.12 Attorneys' Fees. In the event that either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, the prevailing Party shall be entitled to its reasonable attorneys' fees and court and other costs incurred.

17.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which will constitute one and the same instrument.

17.14 Real Estate Broker. The Parties hereto affirm and acknowledge that no real estate broker represented either of them in this transaction and that there is no real estate brokerage commission due to anyone.

17.15 Right to License. Licensor reserves the absolute right to effect such other licenses in the Center as Licensor, in the exercise of its sole business judgment, shall determine to best promote the interests of the Center. Licensee does not rely on the fact, and Licensor does not represent, that any specific licensee or number of licensees shall, during the Term, occupy any space in the Center.

17.16 Nondiscrimination and Equal Opportunity. Licensee agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, national origin or ancestry, age or physical handicap in the use, occupancy or enjoyment of the Premises or in the providing of goods, services, facilities, privileges, advantages

and accommodations or in the obtaining and holding of employment. Licensee shall abide by City's Equal Opportunity Program for non-construction contractors doing business with the City. A copy of the program effective as of the date of this Agreement is on file in the City Clerk's Office as Document RR262633, and by this reference is a part hereof. The goal of the program is the attainment of employment for minorities and women in all areas of employment, in a total percentage as established by the City for its Equal Opportunity Program each year.

17.17 Cooperating with City. Licensee recognizes that it is the policy of the Center that all licensees, including Licensee, will cooperate with activities of City and to comply with all rules and regulations of City applicable to the Center and Premises.

17.18 Rules and Regulations. Licensee and its employees, agents and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on Exhibit "D" attached hereto and incorporated herein by reference. Licenser may from time to time reasonably amend, delete or modify existing rules and regulations or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Center and the comfort, quiet and convenience of occupants of the Center. Modifications or additions to the rules and regulations will be effective upon notice to Licensee from Licenser. In the event of any breach of any rules or regulations, or any amendments or additions to such rules and regulations, Licenser will have all remedies which this Lease provides for default by Licensee, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Licenser will not be liable to Licensee for violation of such rules and regulations by any other licensee, its employees, agents, visitors, or any other person. In the event of any conflict between the provisions of this Agreement and the rules and regulations, this Agreement will govern.

17.19 Warranty of Authority. If Licensee is a limited liability company, the parties executing this Agreement on behalf of Licensee hereby covenant and warrant that Licensee is a duly qualified limited liability company, and all steps have been taken prior to the date hereof to qualify Licensee to do business in California, all franchise and other taxes have been paid to date, and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed or paid when due. Upon the request of Licenser, Licensee shall provide Licenser with a certificate of good standing from the California Secretary of State, dated within thirty (30) days of the Effective Date, along with a copy of the articles of organization of Licensee, and a copy of the operating agreement of Licensee authorizing the execution of this Agreement by the undersigned.

17.20 Disturbances. Licensee shall not make or permit to be made, any unseemly or disturbing noises or odors, or disturb or interfere with the occupants of neighboring premises, whether by the use of any musical instrument, amplified sound, noise, whistling, singing, or in any other way. Licensee shall not throw anything. Licensee shall not do anything or permit anything to be done on or from the Premises which will disturb the quiet enjoyment of any other licensee, tenant or its premises.

17.21 Licenser's Provisions. Licenser shall provide Licensee with one (1) extension cord and one (1) accessible 110 volt outlet for Licensee's use at the Premises.

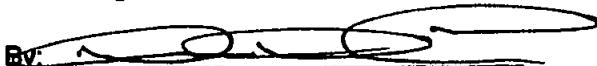
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

LICENSOR:

Symphony Asset Pool XVI LLC,
a Delaware limited liability company

By: Pacifica Enterprises, Inc., a California corporation
Its: Manager

By: 
Name: Dario De Luca
Title: President

LICENSEE:

Wicked Maine Lobster, LLC,
a Maine limited liability company

By: ~~Wicked Maine~~ ^{Wicked} Lobster, a Maine corporation
Its: Owner

By: 
Name: Eric Howard
Title: General Partner

By: 
Name: Alexander Howard
Title: General Partner

EXHIBIT A

Premises

BELMONT PARK

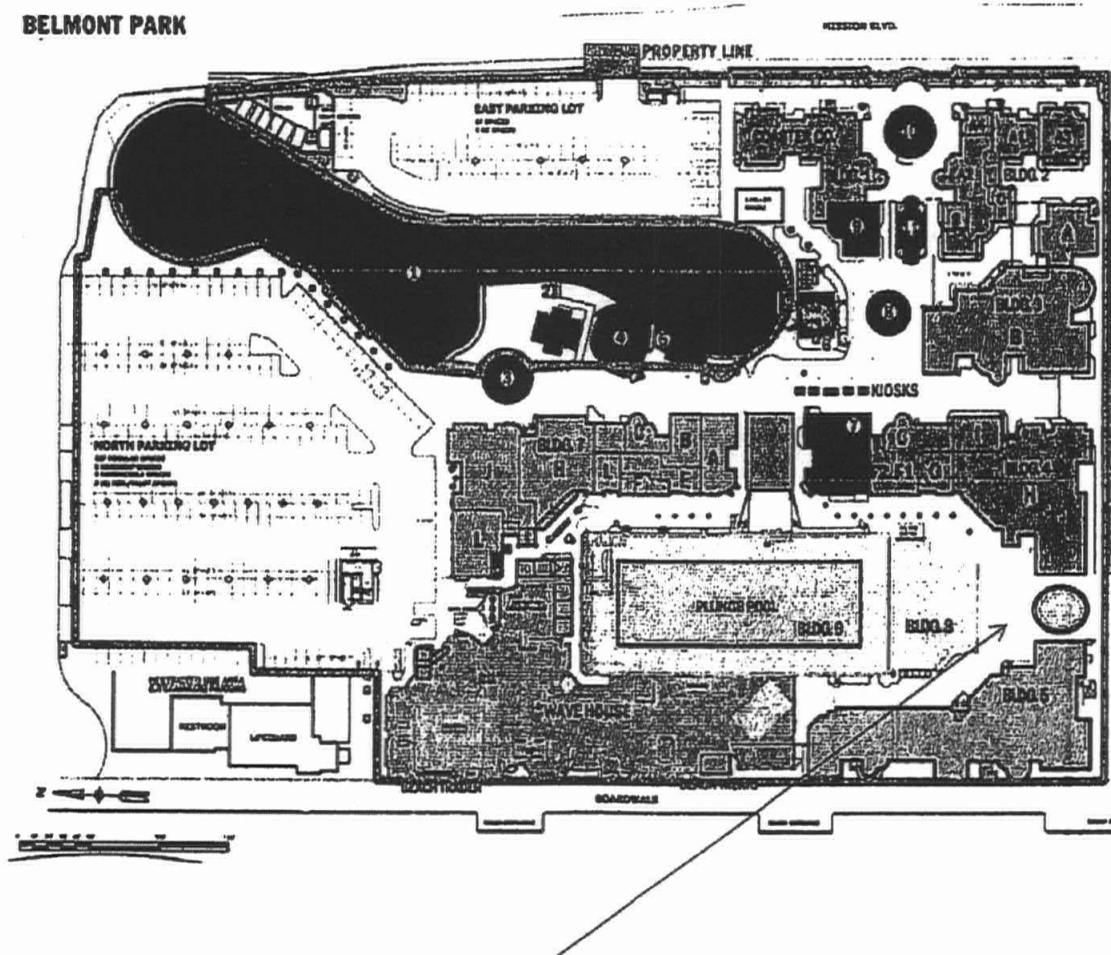


EXHIBIT B

SIGN PROGRAM (part 1 of 4)

A complete copy of the Belmont Park Tenant Signage Design Criteria dated 1-21-15 to be provided under separate cover. Basic criteria follow herein. All Tenant signage must be approved in writing by Sublessor prior to installation.

General Sign Construction Requirements

1. All signs and their installation shall comply with all local building and electrical codes.
2. All electrical signs will be fabricated by a U.L. approved sign company, according to U.L. specifications and bear U. L. Label.
3. Sign company to be fully licensed with the City and State and shall have full Workman's Compensation and general liability insurance.
4. All penetrations of building exterior surfaces are to be sealed waterproof in color and finish to match existing exterior.
5. Internal illumination to be 30 milliamp neon, installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".
6. Painted surfaces to have satin finish. Only paint containing acrylic polyurethane products may be used.
7. Logo and letter heights shall be specified and shall be determined by measuring the normal capital letter of a type font exclusive of swashes, ascenders, and descenders.
8. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type style will not be acceptable. The Landlord reserves the right to reject any fabrications work deemed to be below standard.
9. All lighting must match the exact specification of the approved working drawings. No exposed conduits or raceways, unless integrated into the overall design will be allowed.
10. Signs must be made of durable rust-inhibiting materials that are appropriate and complimentary to the building.
11. Color coating shall exactly match the color specified on the approved plans.
12. Joining of materials (e.g. seams) shall be finished in way as to be unnoticeable. Visible welds be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filled and finished so as to be unnoticeable.
13. Finished surfaces of metal shall be free from oil canning and warping. All signs finishes shall be free from dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standard of the industry.
14. In no case shall any manufacturer's label be visible from the street from normal viewing angles.
15. Exposed raceways are not permitted unless they are incorporated into the overall sign design.
16. Exposed junction boxes not permitted.
17. All raceways, conduits, etc... installed on back of parapets to be painted a specific color to be obtained from the architect.

EXHIBIT B

SIGN PROGRAM (part 2 of 4)

Tenant Signage Specifications

The intent of this criteria is to encourage creativity to ensure the individuality of each tenant sign as opposed to similar sign design, construction, and colors repeated throughout the project. Signs must be architecturally compatible with the entire center.

Storefront Signage:

The following types of contraction will be allowed:

- Acrylic face channel letters
- Through face and halo channel letters
- Reverse pan channel letters
- Skeleton neon behind flat cut out shapes and letters.
- Open pan channel letters (Only in an artistic letter style/font)
- Push-through letters and logos in custom-shaped aluminum cabinets
- Flat cut out dimensional shapes and accents
- Metal screen mesh accents
- Exposed skeleton neon accents

The idea of using dissimilar materials and creating signs with varying colors, layers, and textures will create an exciting and appealing retail environment.

Sign area for all tenants will be calculated as follows:

1.5 square feet of sign area for every linear foot of leased frontage is the maximum aggregate area allowed.

Tenant with multiple elevations will be allowed the same formula for each elevation. Stacked copy is not permitted.



EXHIBIT B

SIGN PROGRAM (part 3 of 4)

Prohibited Signs:

1. No Standard plex faced cabinet construction allowed.
2. Signs constituting a Traffic Hazard:
No person shall install or maintain, or cause to be installed or maintained, any sign which simulates in size, color, lettering or design any traffic sign or signal, or which make use of the words "STOP", "LOOK", "DANGER" or any words, phrases, symbols, or characters in such a manner as to interfere with, mislead or confuse traffic.
3. Signs in Proximity to Utility Lines:
Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines that are prescribed by the laws of the State of California are prohibited.
4. Signs painted directly on a building surface subject to sole discretion of landlord based upon submitted design for review.
5. No sign shall project above or below the sign-able area. The sign-able area is defined in the attached exhibit for tenants. Including no lower wall mounted signs.
6. Vehicle signs:
Signs on or affixed to trucks, automobiles, trailers, or other vehicles which are use for advertising, identity, or provide direction to a specific use or activity not related to its lawful activity are prohibited. (i.e. Delivery trucks with tenant signage is OK!)
7. Light Bulb Strings:
External displays, other than temporary decorative holiday lighting which consists of unshielded light bulbs are prohibited. An exception may be granted by the Landlord when the display is an integral part of the design character of the activity to which it relates.
8. Banners, Pennants & Balloons used for Advertising Purposes:
Temporary flags, banners, or pennants, or a combination of same constituting an architectural feature which is an integral part of the design character of a project may be permitted subject to Municipal Code requirement, Landlord's, and City approval.
9. Billboards Signs are not permitted
10. No additional sign copy, tagline, or descriptors allowed for main tenant sign.

EXHIBIT B

SIGN PROGRAM (part 4 of 4)

Abandonment of Signs:

Any tenant sign left after thirty (30) days from vacating premises shall become the property of Landlord.

Inspection:

Landlord reserves the right to hire an independent electrical engineer at the Tenant's sole expense to inspect the installation of all Tenant's signs and to require the Tenant to have any discrepancies and/or code violations corrected at the Tenant's expense.

Maintenance:

It is the Tenant's responsibility to maintain their signs in proper working and clean conditions at all times. Otherwise, Landlord reserves the right to hire his own contractor, make the necessary corrections, and bill tenant should it be deemed necessary.



Illumination Method 1

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Faces use translucent Lexan with matching trim cap only. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only.



Illumination Method 2

Illuminated REVERSE PAN CHANNEL display with HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Illuminate with 30 mA neon or equivalent LED illumination.

Paint faces and returns to match only.



Illumination Method - Combination of 1 and 2

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE AND HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Faces use Lexan with matching trim cap. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only.



Illumination Method 3

Illuminated OPEN PAN CHANNEL display with EXPOSED NEON ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Illuminate with 30 mA neon or equivalent LED illumination. Paint face and returns to match only.

Note: All signs may utilize solid color-matched digital vinyl printing on faces of illuminated or non illuminated surfaces.

EXHIBIT C

Park Hours

Concessions may be operated from two (2) hours after sunrise to 10:00 P.M. local time from October 1 through March 31 and to 11:00 P.M. local time from April 1 through September 30.

EXHIBIT D

Rules and Regulations

1. The Premises is a part of Mission Beach Park, a dedicated public park. The Premises must therefore be utilized for park and recreation purposes and for facilities needed to accommodate park visitors, including visitor oriented commercial and recreational uses. Licensee shall operate its activities in a manner consistent with the foregoing purposes so as to accommodate the public uses of the park property.

2. No projection shall be attached to the outside wall of the buildings in the Center or any exterior portion of the Center without the prior written consent of Licensor. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a licensee's premises, without the prior written consent of Licensor. Such projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Licensor. All electrical ceiling fixtures hung in spaces along the perimeter of the buildings in the Center must be fluorescent, of a quality, type, design and bulb color approved by Licensor.

3. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the passageways or other public places in the Center shall not be covered or obstructed by any licensee, nor shall any bottles, parcels or other articles be placed on the window sills.

4. Vehicles and hand trucks, except those equipped with rubber tires and side guards, shall not be used in the Premises or in the Common Areas, by any licensee or its employees, in the delivery or receipt of merchandise.

5. No licensee shall mark, paint, drill into, or in any way deface any part of its premises, or the buildings in the Center, or elsewhere in the Center. No boring, cutting or stringing of wires, or laying of linoleum or other similar floor coverings, or painting or wood staining of fixtures or equipment, shall be permitted, except with the prior written consent of Licensor, and as Licensor may direct.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about a licensee's premises, and except as permitted by the Lease, no cooking shall be done or permitted on a licensee's premises, except that the preparation of coffee, tea, hot chocolate and similar items for licensees and their employees shall be permitted. No licensee shall cause or permit any unusual or objectionable odors to be produced or permeate its premises.

7. No licensee's premises shall be used for manufacturing or for the storage of merchandise, except as such storage may be incidental to the use of the premises as permitted by Licensor. No licensee shall occupy or permit any portion of its premises to be occupied for any use other than permitted by this Lease. No licensee shall engage or pay any employees on its premises, except those actually working for such licensee on its premises nor advertise for laborers giving an address at its premises. No licensee's premises shall be used for lodging or sleeping, or for any immoral or illegal purposes.

8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made in existing locks or the mechanism thereof. Each licensee, upon termination of his tenancy, shall restore to Licensor all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such licensee, and in the event of the loss of any keys so furnished, such licensee shall pay to Licensor the cost of replacing the same or of changing the lock or locks opened by such lost key if Licensor shall deem it necessary to make

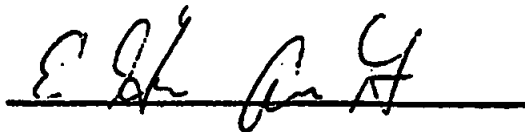
such change.

9. All removals, or the carrying in or out of any sales, freight, furniture, or bulky matter of any description must be accomplished under the supervision of Licensor's representative and take place during the hours which the Licensor may determine from time to time. The moving of other fixtures or bulky matter of any kind must be made upon previous notice to Licensor and under his supervision, and the persons employed by any licensee for such work must be acceptable to Licensor.

10. No licensee shall install any antennas, aerial wires or other such equipment on the roof or exterior walls of any building in the Center or elsewhere in the Center, without, in each and every instance, obtaining the prior approval, in writing, by Licensor.

11. No licensee shall engage in or knowingly permit illegal activity within the Premises, including but not limited to the use, sale, or purchase of state or federally restricted substances, illegal consumption of alcoholic beverages, or solicitation, loitering, or any other violations of municipal, state, or federal law. Licensee promises to immediately report to Licensor any witnessed or suspected criminal activity committed either by Licensee, Licensee's employees or agents, any other licensee in the Center, or any guest or patron of Licensee. In addition to the immediate notification required herein, Licensee promises to notify Licensor in writing within 72 hours of any such violation.

Licensee's Signature:



Date:

3/30/17

ADJUSTED GROSS SALES REPORT

WICKED MAINE LOBSTER (Licensee)

for food truck between Buildings 4 and 5, near south lot

According to the terms of our Lease, I / we hereby certify under penalty of perjury that the gross sales for the period: _____ to _____ are as follows:

Total Gross Sales: \$ _____

LESS:

Refunds or Allowances: \$ _____

Exchanges: \$ _____

Included Sales, Use or
Gross Receipts Taxes: \$ _____

Total Deductions from Gross Sales: (\$ _____)

TOTAL ADJUSTED GROSS SALES: \$ _____

Deduct Monthly Breakpoint (\$ 5,000.00)

GROSS SALES IN EXCESS OF BREAKPOINT: \$ _____

% RENT = GROSS SALES IN EXCESS OF BREAKPOINT \$ _____ x 18% = \$ _____

PERCENTAGE RENT FOR THE PERIOD DUE SYMPHONY ASSET
POOL XVI, LLC (if applicable):

\$ _____

DUE TO LICENSOR 10 DAYS AFTER END OF MONTH
(please email completed report to KBrown@apacificaent.com)

AUTHORIZED SIGNATURE

DATE

Landlord may request at any time copies of the report to the board of Equalization and copy of Cancelled check made to such board.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heights Park Insurance Services 3246 Adams Ave San Diego CA 92116	CONTACT NAME: Alyssa Wilcox		
	PHONE (A/C, No. Ext): 619-432-2810	FAX (A/C, No): 619-839-3684	
	E-MAIL ADDRESS: alyssa@heightsparkins.com		
INSURED Wicked Maine Lobster, LLC 51 Rosewood Dr Saco ME 04072	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Company		41297
	INSURER B: Technology Insurance Company		42376
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	☒	☐	CPS2573272	12/11/2016	12/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	☐	TWC3612226	03/18/2017	03/18/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		☐	☐				
		☐	☐				
		☐	☐				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of San Diego and Symphony Asset Pool XVI, LLC are both named as Additional Insureds for the Commercial General Liability Coverage, per the attached Blanket Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

Pacifica Real Estate Services, Inc. 5505 Cancha de Golf Rancho Santa Fe, CA 92091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 17106547
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CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Symphony Asset Pool XVI, LLC

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

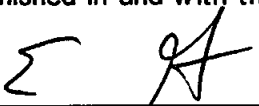
Wicked Maine Lobster LLC. MB LLC. Reg in CA

Exact name of proposed Sublessee (complete only if applicable):

Foreign Entity

Date this Questionnaire completed: 3/15/2017

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: 

Title: CO-OWNER

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

Wicked Maine Lobster LLC.

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

2620 Historic Decatur Rd.

San Diego, CA 92106

Telephone No.: 207-205-2555 Fax. No.: _____

E-mail Address: WickedMaineLobster@gmail.com

3. Billing Address (only if different from Mailing Address):

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();

Limited Liability Company (X); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: 9/2014

2. General Partnership (☒)

Limited Partnership (☐)

Other (☐) Explain _____

3. Statement of Partnership recorded: Yes (☒) No (☐)

Date	Book	Page	County
------	------	------	--------

4. Has the partnership conducted business in San Diego County?

Yes (☒) No (☐) If so, when? _____

If so, where? _____

5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %
General	Alex Howard	51 Resnow Dr Saco, ME 04072	50
General	Eric Howard	" "	50

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
 - a. Publicly () Privately ()
 - b. If publicly held, how and where is the stock traded?

- | | | | |
|-------------------------------------|-------------------|---------------|--------------------|
| 6. Please list the following: | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of Common Stock: | | Par | \$ _____ |
| | | Book | \$ _____ |
| | | Market | \$ _____ |

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report must include a balance sheet and annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No (☒)
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No (☒)
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No (☒)
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No (☒)
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: Sean Kallach
Firm: Mainly Lobsters
Title: Owner
Address: Clairmont
Telephone: 619 847-5295

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____
Firm: Lepage Bakeries Brattleboro VT
Title: _____
Address: 155 John Seitz Dr., Brattleboro, VT 05301
Telephone: 202 783-8161

Nature and magnitude of purchase, sale, loan, business, association, etc.:

Bread/Bakery Items

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	<u>ERIC A. HOWARD</u>
Date of Birth	<u>9/30/89</u>
Place of Birth	<u>Portland, Maine</u>
Social Security Number	<u>004-90-4295</u>
Driver's License Number/State	<u>Maine 6935298 exp. 9/30/20</u>
Home Address	<u>51 Rosewood Drive</u> <u>Saco, ME 04072</u>
Previous Address	<u></u>
Home Telephone No.	<u>207 205-2555</u>
Employer	<u>Self Employed</u>
Occupation	<u>Food/Hospitality</u>
Business Address	<u>2820 Historic Decatur Rd</u>
Business Telephone No.	<u>San Diego, CA 92106</u>
Business Fax No.	<u>619 888-2620</u>

) also
address
for Notices

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date 3/15/17 Signed Σ J

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

Wicked Maine Lobster, LLC, a Maine limited liability company

FedTaxID
EIN # 47-1733-752

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased.
Discuss any optional services and uses which you propose to provide.

To bring in a Food cart daily to
sell Maine Lobster products.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
	2017				
1	\$15,000/month	Food Sales	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

3 Years experience selling in California

5 Years experience selling in Maine.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

N/A

Wicked Maine Lobster
2820 Historic Decatur Rd
Point Loma, 92106

004

11-35/1210 CA
91152

3/15/17

Date

Pay To The
Order Of

City Treasurer

\$ 990.00

nine hundred ninety dollars

00/100

Dollars



Security
Features
Details on
Back.

Bank of America



Trophy Deer Hunter

ACH R/T 121000358

For

Trophy Deer Hunter

E H

BP

⑆121000358⑆ 325058159743⑈0004

Standard Chartered

CONSENT TO LICENSE

THIS CONSENT TO LICENSE (Consent) is made by THE CITY OF SAN DIEGO, a California municipal corporation (City), to be effective as of the later date that this Consent is executed by City and approved by the San Diego City Attorney (Effective Date).

RECITALS

- A. City and Symphony Asset Pool XVI LLC, a Delaware limited liability company (Lessee), entered into the Amended and Restated City of San Diego Percentage Lease dated April 22, 2015, filed as document RR-309579 in the Office of the San Diego City Clerk, as amended by the First Amendment to the Amended and Restated City of San Diego Percentage Lease, dated May 27, 2016, and further amended by the Second Amendment to the Amended and Restated City of San Diego Percentage Lease, dated March 8, 2017 (hereinafter collectively the "Lease"), relating to City-owned real property located at 3106-3146 Mission Blvd., San Diego, California 92109, commonly known as "Belmont Park", and more particularly described in the Agreement (Premises).
- B. Lessee now desires to license a portion of the Premises, consisting of approximately 100 square feet of space located in between Buildings 4 and 5 to Xavier Escamilla, an individual doing business as Seafood Kikos Place (Licensee).
- C. The Lease requires that City consent to the license of any portion of Lessee's right, title and/or interest in the Lease.

NOW, THEREFORE, subject to the following conditions and for valuable consideration the receipt and sufficiency of which is acknowledged, City provides its consent subject to the following:

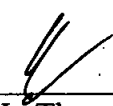
- 1. Subject to the terms and conditions contained here, City hereby consents to Lessee's request to license that certain portion, as set forth in Recital "B" above, of its right, title and interest in and to the Lease to Licensee for the sole purpose of allowing Licensee to use the area to prepare and sell fresh shrimp and shrimp tacos, carne asada tacos, burritos, ceviche, and sodas. By giving this Consent, City is merely consenting to the requested license. All terms and conditions of the Lease shall control and supersede all provisions in any license executed between Lessee and Licensee;
- 2. City's Consent is conditioned upon Lessee ensuring that Licensee will assume all rights and obligations as a licensee under the Lease and this Consent, as applicable to Licensee as the licensee of that certain portion of the Premises set forth in any license agreement. Failure to ensure compliance with these obligations, and all other obligations of the Lease, shall be considered a material default under the Lease and may subject the Lease to termination;
- 3. By this Consent, City does not release, discharge or modify Lessee's obligations to City under the Lease;

4. This Consent does not constitute consent to any subsequent licenses;
5. Lessee agrees to pay City any applicable processing and or administrative fee(s) for processing this Consent; and
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the license. Further, Licensor agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

IN WITNESS WHEREOF, this Consent is executed by City acting by and through its Mayor, or his designee.

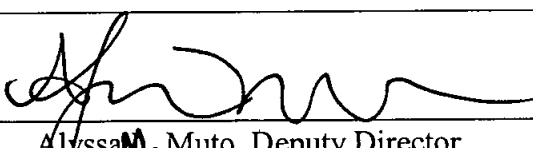
THE CITY OF SAN DIEGO,
a California municipal corporation

Date: 5/30/17

By: 
Cybele L. Thompson, Director
Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

Date: 6/21/17

By: 
Alyssa M. Muto, Deputy Director
Environment & Policy Analysis

Approved as to form this 22nd day
of June 2017.

MARA W. ELLIOTT, City Attorney

By: 
Name: Helga R. Mendoza
Title: Deputy City Attorney



Date of Notice: June 2, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to License – Xavier Escamilla dba Seafood Kikos Place

COMMUNITY PLAN AREA: Mission Beach

COUNCIL DISTRICT: 2

LOCATION: 3106-3146 Mission Boulevard, San Diego, CA 92109 commonly known as "Belmont Park"

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a Consent to License allowing Permittee to use approximately 100 square feet of City-owned outdoor space located between Buildings 4 and 5 to Xavier Escamilla dba Seafood Kikos Place, in San Diego.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to CEQA State Guidelines Section 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Heide E. Farst, CSM
Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

PHONE NUMBER: 619-236-6727

On June 2, 2017, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**June 16, 2017**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: June 2, 2017

REMOVED: **JUN 23 2017**

POSTED: M. Lee

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is dated effective as of _____, 2017 (the "Effective Date"), by and between SYMPHONY ASSET POOL XVI LLC, a Delaware limited liability company ("Licensor"), XAVIER ESCAMILLA, AN INDIVIDUAL DBA SEAFOOD KIKOS PLACE ("Licensee"), each of whom shall sometimes be referred to herein as a "Party," or collectively as the "Parties."

RECITALS

A. WHEREAS, pursuant to that certain Percentage Lease by and between Licensor, as lessee, and the City of San Diego (the "City"), as lessor, dated as of March 4, 1987, as amended (the "Master Lease"), Licensor is the ground lessee of that certain real property commonly known as Belmont Park, which includes all areas of land and the improvements, landscaping, parking, pedestrian walkways and other features located on such land (the "Center").

B. WHEREAS, Licensee desires to license approximately one hundred (100) square feet of space located in the Center in between Buildings 4 and 5 and more particularly shown and depicted by the gray area on Exhibit "A," attached hereto and incorporated herein by reference (the "Premises"), from Licensor, and Licensor desires to license the Premises to Licensee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the Premises during the Term (as hereafter defined). At no time during the Term, shall Licensee have exclusive possession or control of the Premises. Any City license application fees associated with this Agreement and required for Licensee to operate on the Premises shall be paid by Licensee.

2. Term. The term of this Agreement (the "Term") shall be for a period of three (3) months, commencing on the later of: (i) April 15, 2017, or (ii) within two (2) days after the City approves Licensee's use of the Premises in accordance with the terms and conditions of this Agreement (the "Commencement Date") and expiring on that date which is three (3) months following the Commencement Date (the "Expiration Date"), unless terminated earlier by Licensor in accordance with Section 8 below. After the Expiration Date, the Term will continue on a month-to-month basis until either Party terminates the license by giving the other Party at least thirty (30) days written notice.

3. License Fee. As of the Effective Date, Licensee shall pay to Licensor a license fee in the amount of Nine Hundred and 00/100 Dollars (\$900) per month (the "License Fee"). The License Fee shall be due on the first day of every month during the Term (including any extensions thereof). Such amount shall be prorated for periods less than one month, and shall be due and payable as of the Effective Date.

4. Gross Sales Percentage Fee. In addition to the License Fee, Licensee shall pay to Licensor a gross sales percentage fee in the amount of eighteen percent (18%) of Licensee's immediately preceding month's Gross Sales (as hereafter defined) over and above Five Thousand and 00/100 Dollars (\$5,000) (the "Natural Breakpoint") (the "Gross Sales Percentage Fee"). The Gross Sales Percentage Fee shall be due and payable on a monthly basis within ten (10) days following the end of each month during the Term (including any extensions thereof). The amount of the Gross Sales Percentage Fees payable by Licensee in any given calendar month shall not be subject to cumulative adjustment to compensate for differences in Gross Sales between one month

and another (i.e., the Gross Sales Percentage Fee shall be calculated and payable on a monthly basis only and not on a year-to-date basis). The term "Gross Sales" as used herein is defined to mean all income and gross sales of Licensee from all business conducted upon or from and occupancy of the Premises, from whatever source derived whether received or to become due and whether such sales be evidenced by cash, check, credit, charge account, exchange or otherwise. Gross Sales shall include, but not be limited to, the amount received from the sale of goods, memberships, wares, and merchandise and for services performed on, at or from the Premises and whether such sales be made by means of merchandise or other vending devices in the Premises. All sales originating at or from the Premises shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another place for collection and even though actual filling of the sale or service order and actual delivery of the merchandise may be made from a place other than the Premises. Gross sales shall include any manufacturer's or importer's excise tax included in the price of the goods sold, even though the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

5. Failure to Pay. The License Fee shall be due on the first day of each month, in advance, for the Term. The Gross Sales Percentage Fee shall be due on the tenth day of each month, for the Gross Sales Percentage Fee accruing during the prior calendar month during the Term. If Licensee fails to pay any monthly installment of the License Fee by 5:00 p.m., PST on the fifth day of the month, or fails to pay any monthly installment of the Gross Sales Percentage Fee by 5:00 p.m., PST on the tenth day of the month, Licensor is entitled to compensation for such detriment; however it is extremely difficult and impractical to ascertain the extent of detriment to Licensor. The Parties therefore agree that should Licensee fail to pay the License Fee or the Gross Sales Percentage Fee when due, Licensor shall be entitled to recover from Licensee as liquidated damages, the greater of: (i) One Hundred and 00/100 Dollars (\$100) or (ii) three percent (3%) of the delinquent amount. Such past due amounts shall bear interest at the Lease Interest Rate from the date due.

6. Security Deposit. On the Effective Date, Licensee shall deposit with Licensor a security deposit in the amount of Nine Hundred and 00/100 Dollars (\$900) (the "Security Deposit"), such amount to be held by Licensor during the Term as security for Licensee's faithful performance of its obligations hereunder. If Licensee fails to make any payment when due under this Agreement, or otherwise defaults with respect to any provision of this Agreement, Licensor may use, apply or retain all or any portion of the Security Deposit for the payment of such obligation or default, or for the payment of any other sum to which Licensor may be become obligated by reason of Licensee's default, or to compensate Licensor for any loss or damage that Licensor may suffer thereby.

7. Relocation. Licensor reserves the right from time to time, in its sole discretion, to relocate the Premises upon two (2) days advanced written notice to Licensee.

8. Termination Right. Notwithstanding anything to this Agreement to the contrary, Licensor shall have the right (at any time) to terminate this Agreement with respect to the Premises by delivering written notice of termination to Licensee not less than one (1) calendar day prior to the intended termination date. Provided that the termination is not the result of a default of this Agreement by Licensee, Licensor shall, within thirty (30) days after a request therefor, reimburse Licensee for the unused portion of the License Fee, prorated on a day-for-day basis. Except as provided in this Section 8, under no circumstances shall the License Fee be refunded to Licensee.

9. Use. The sole purpose of this license is for Licensee and its employees to use the Premises to prepare and sell fresh fish and shrimp tacos, carne asada tacos, burritos, ceviche, and sodas. Licensee covenants and agrees to use and occupy the Premises for no other purpose, other than stated in this Section 9, without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Licensee may not erect or construct any permanent or temporary structure on the Premises without the prior written consent of Licensor, which may be

granted or withheld in Licensor's sole discretion. Other than during the permitted working hours referenced herein, Licensee shall not store any equipment, goods, materials, personal property, signs, etc. on the Premises at any other time or overnight. Licensee shall clean the Premises and remove any and all equipment, goods, materials, personal property, signs, etc. from the Premises at the end of each and every working day. Licensee shall not sell or provide alcoholic beverages at any time on the Premises, the Center or at Mission Beach Park. Licensee shall only be permitted to sell or provide Coca-Cola and Red Bull beverage products on the Premises. Licensee acknowledges, understands and agrees that Licensee shall not sell any products, goods, merchandise, etc. that is in competition with Belmonte's, Dole Whip Hot Dog On A Stick, Sweet Shop, and/or Wicked Maine Lobster. By way of example, Licensee shall not sell ice cream, coffee, hamburgers, hot dogs, lobster dishes, acai bowls, etc. Licensee shall not commit, nor suffer to be committed, any waste or nuisance on or about the Premises.

Licensee acknowledges and understands that the land leased by Licensor from the City is a part of Mission Beach Park, a dedicated public park. Therefore, the Center must be utilized for park and recreation purposes, including commercial and recreational uses which provide services, activities and facilities to the users of Mission Beach Park, as well as to the users of the adjacent beach areas. Licensee agrees to utilize the Premises for purposes consistent with the foregoing requirements. In addition, Licensee agrees not to perform any acts or carry on any practices which may (i) injure the Center or (ii) be a nuisance or menace to other licensees or tenants in the Center. Licensee will, at its expense, comply with all requirements of insurance underwriters and governmental authorities having jurisdiction over the Premises, including compliance necessary for extended coverage insurance for the Premises.

Licensor reserves the right from time to time, in its sole discretion, to alter, relocate or expand the Center and all improvements, landscaping, parking, pedestrian walkways and other features, provided it will use reasonable efforts not to materially and adversely affect Licensee's use of the license granted herein.

10. Indemnification.

10.1 Exculpation. To the fullest extent permitted by law, Licensee, on behalf of itself and Licensee's officers, directors, shareholders, partners, trustees, members, managers, agents, employees and independent contractors as well as to all persons and entities claiming through any of these persons or entities (the "Licensee Parties") waives all claims (in law, equity, or otherwise) against Licensor, Licensor's officers, directors, shareholders, partners, trustees, members, managers, agents, employees and independent contractors as well as to all persons and entities claiming through any of these persons or entities (the "Licensor Parties") and knowingly and voluntarily assumes the risk of, and agrees that the Licensor Parties shall not be liable to the Licensee Parties for any of the following: (a) injury to or death of any person; and (b) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause. Licensor Parties shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of the Licensor Parties, or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the Licensor Parties. This section shall survive the expiration or earlier termination of this Agreement until all claims within the scope of this section are fully, finally, and absolutely barred by the applicable statutes of limitations. Licensee acknowledges that this Section 10.1 was negotiated with Licensor, that the consideration for it is fair and adequate, and that Licensee had a fair opportunity to negotiate, accept, reject, modify or alter it.

10.2 Indemnity by Licensee Parties. To the fullest extent permitted by law, except to the extent caused by the sole negligence of Licensor Parties, Licensee Parties will, at Licensee Parties' sole expense and with counsel acceptable to Licensor and/or City, defend, indemnify and hold harmless Licensor Parties and City from any liability whatsoever, on account of any such real or

claimed damages or injury, and from all liens, claims and demands, including attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities with respect to any claim or demand, arising out of (i) the use, condition, operation or occupation of the Premises, (ii) any repairs or alterations which Licensee Parties may make to the Premises or Center, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees or judgments, (iii) any act, omission or negligence by Licensee Parties and (iv) any failure by Licensee Parties to comply or secure compliance with any of the terms or conditions of this Agreement, whether before or during the Term or after its expiration or earlier termination. This Section 10.2 shall survive the expiration or earlier termination of this Agreement until all claims against Licensor Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

10.3 Waiver of Subrogation. Licensee for itself, its successors, assigns, and insurance companies insuring Licensee with respect to the Premises, hereby waives any right Licensee may have on account of any loss or damage or damage to property caused by fire or any other perils, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

10.4 Licensee's City Lease. Licensee hereby acknowledges and agrees to (i) report all sales generated on the Premises to the City under Licensee's existing lease with the City and pay to the City any and all percentage rentals and other fees payable with respect to such sale, and (ii) indemnify Licensor for Licensee's failure to perform the requirements set forth in Section 10.4(i).

11. Insurance. Licensee agrees to apply for and obtain from insurance companies acceptable to Licensor and authorized to do business in California with a General Policyholder's rating of not less than "A" and a financial rating of at least "VII" rated in the most current available edition of "Best's Insurance Reports," effective from and after the Effective Date at Licensee's sole cost and expense, insurance coverages in the following amounts and form:

11.1 Public Liability and Property Damage. A Commercial General Liability insurance policy (with coverage which shall be at least as broad as the most recent edition of Insurance Services Offices Commercial General Liability coverage [Occurrence form CG 0001] or Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Offices Form GL 0404 covering Broad Form Comprehensive General Liability) with a combined single limit of not less than Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) insuring Licensee on an occurrence basis against all liability of Licensee and Licensor and the Licensee Parties and Licensor Parties arising out of and in connection with Licensee's use or occupancy of the Premises and the maintenance, use and occupancy thereof. All such public and property damage liability insurance shall specifically insure the performance by Licensee of the indemnity provisions of Section 10 above.

11.2 Policy Form. All policies of insurance to be obtained by Licensee shall be issued in the name of Licensee, with Licensor, City, and any other person or entity designated by Licensor as additional insureds. Executed copies of such policies of insurance or certificates thereof shall be delivered to Licensor within ten (10) days after issuance of each such policy. All policies shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recovery under said policies, for any loss occasioned to it or Licensor Parties, by reason of the negligence of Licensee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Licensee in the manner and to like extent, and shall be delivered to Licensor at least ten (10) days prior to the expiration of the term of the existing policy. All policies of insurance delivered to Licensor must contain a provision that the company writing said policy will give Licensor and City thirty (30) days' notice, in writing, in advance of any cancellation or lapse, or the effective date of any reduction in type or amount of coverage. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Licensor may

carry, and shall be revised as to amounts and coverages at any time as required by City under the provisions of the Master Lease.

Licensee will report in writing to Licensor and City any accident causing property damage or involving any injury to persons on the Premises.

11.3 Insurance Use Restrictions. Licensee agrees that it will not carry any stock or goods, or do anything in or about the Premises, that will in any way increase the rates for insurance covering the Center, or cause a loss of coverage for the Center.

11.4 Increases in Insurance Coverage. If, in the opinion of Licensor's lender, City, or the insurance broker retained by Licensor, the amount or type of insurance carried by Licensee from time to time is inadequate, or if required by the Master Lease, Licensee shall increase or add the insurance coverage or type as required by Licensor's lender, City, or Licensor's insurance broker. Licensee shall not carry insurance coverage limits of a lesser amount than required of Licensor by the Master Lease.

12. Master Lease. This Agreement is subject and subordinate to the Master Lease, and any modification, alteration, or substitution therefor, including, without limitation, any modification, alteration, or substitution made in connection with any expansion, redesign, financing or refinancing of the Center. Licensee agrees that as to its license, it, and all persons in possession or holding under it, shall conform to and will not violate any of the terms or provisions of the Master Lease as such Master Lease may be modified, altered, replaced or substituted from time to time. In the event of any conflict between this Agreement and the Master Lease, the Master Lease shall prevail. Any requirement of Licensor in connection with and applicable to the Premises as if it were operating the Premises under the Master Lease is also a requirement of Licensee under this Agreement. All consents and approvals required under this Agreement from City shall be applied for solely by Licensor and at no time by Licensee.

13. Signs.

13.1 Restrictions. Licensee shall not display any sign without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Licensor's approval shall be based, among other things, upon the conformance by Licensee to (i) the sign program prepared by Licensor and attached hereto as Exhibit "B" and incorporated herein by reference ("Sign Program") (which, upon written notice to Licensee, may be changed or modified by Licensor from time to time), (ii) approval of the City of the proposed signage or item, and (iii) architectural conformity of the signage or item to the architecture, design and colors of the Center in the sole discretion of Licensor. Notwithstanding the foregoing, at no time during the Term may Licensee be allowed to install permanent signage on the Premises.

13.2 Licensor's Control over Signage. Licensee shall design, construct, and maintain Licensee's portable and temporary identification signs at the Premises, subject to the Sign Program and Licensor's written approval of such signage prior to use by Licensee. Licensee shall be responsible for all costs related to any such signs, including the reasonable cost of review of the proposed signage by Licensor's architect and/or graphics consultant.

13.3 Removal. Any item or items described in this Section 13, placed in the Center or on the Premises by Licensee without the permission of Licensor and City shall be considered a violation of this Section 13 and shall be subject to immediate removal by Licensor without notice. Licensee shall immediately reimburse Licensor for the actual cost of such removal.

14. Park Operating Hours. Licensee may only occupy the Premises during the hours set forth on Exhibit "C" attached hereto and incorporated herein by reference (the "Park Hours"). The

Park Hours may be changed by Licensor, in its sole discretion, with ten (10) days written notice to Licensee.

15. Compliance with Laws. Licensee shall, at its sole cost and expense, conform to, abide by, and comply with, all laws, statutes, ordinances, rules and regulations relating to the Center, the Premises and the operations herein authorized and shall be subject at all times to applicable rules and regulations, resolutions, ordinances and statutes of the City, the County of San Diego, the State of California and the Federal Government and all other governmental agencies. Where permits are required for such operations, the same must be first had and obtained from the regulatory body having jurisdiction thereof before such operation is undertaken. Licensee and all its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.

16. Licensee Default. Licensee's failure to comply with the terms, conditions and covenants set forth in this Agreement shall be deemed a default under this Agreement. Licensor shall have all rights and remedies available at law or in equity resulting from Licensee's default under this Agreement and any or all of Licensee's remaining prorated License Fee due and owed to Licensee as a result of the early termination of this Agreement shall be forever waived by Licensee as a result of Licensee's default.

17. Miscellaneous Provisions.

17.1 Assignment. Licensee may not assign, mortgage or otherwise transfer, whether voluntarily or involuntarily, the Premises, or any portion thereof or any interest of Licensee in this Agreement, without Licensor's prior written consent, which consent may not be unreasonably withheld.

17.2 Time of Essence. Time is hereby made expressly of the essence as to each provision of this Agreement.

17.3 Waiver. No waiver by any Party of the breach of any provision of this Agreement shall be construed as a waiver of any other breach, nor shall the acceptance of performance during any period in which any Party is in default be deemed to be a waiver of such default.

17.4 No Partnership. This Agreement shall not be construed to constitute any form of partnership or joint venture between Licensor and Licensee.

17.5 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be either personally delivered, which shall include delivery by means of professional messenger or courier service (such as Federal Express or DHL), sent by telecopier or telefacsimile ("FAX") machine capable of confirming transmission and receipt, or sent by first-class mail, postage prepaid, to the appropriate Party as follows:

If to Licensor: Symphony Asset Pool XVI LLC
5505 Cancha de Golf
Rancho Santa Fe, CA 92091
FAX: (858)-755-1687

If to Licensee: Xavier Escamilla
Seafood Kikos Place
4404 Texas Street
San Diego, CA 92116
E-mail: FFJEG@yahoo.com

Notices sent in accordance with this Section 17.5 shall be deemed delivered: (a) upon the date of delivery as shown on the return receipt, if sent by professional messenger or courier service; (b) upon the date of receipt, if personally delivered by other means; (c) upon transmission, if sent by FAX machine; (d) upon the date of delivery as shown on the return receipt if sent by certified mail, return receipt requested; or (e) three (3) calendar days after deposit in the United States mail, if sent by first-class mail. Notice of change of address shall be given by written notice in the manner specified in this Section 17.5.

17.6 Binding Effect. Subject to Section 17.1 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

17.7 Modification. No amendment or modification of this Agreement shall be valid unless in writing duly executed by Licensors and Licensees.

17.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties thereto with respect to the subject matter hereof and supersedes any and all prior oral agreements regarding such matters.

17.9 Captions. The captions of sections of this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

17.10 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in San Diego County, California. This Agreement shall not be construed either for or against Licensors or Licensees, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the result intended by the language.

17.11 Severability. Should any term, condition, covenant or provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17.12 Attorneys' Fees. In the event that either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, the prevailing Party shall be entitled to its reasonable attorneys' fees and court and other costs incurred.

17.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which will constitute one and the same instrument.

17.14 Real Estate Broker. The Parties hereto affirm and acknowledge that no real estate broker represented either of them in this transaction and that there is no real estate brokerage commission due to anyone.

17.15 Right to License. Licensors reserves the absolute right to effect such other licenses in the Center as Licensors, in the exercise of its sole business judgment, shall determine to best promote the interests of the Center. Licensee does not rely on the fact, and Licensors does not represent, that any specific licensee or number of licensees shall, during the Term, occupy any space in the Center.

17.16 Nondiscrimination and Equal Opportunity. Licensee agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, national origin or ancestry, age or physical handicap in the use, occupancy or enjoyment of the Premises or in the providing of goods, services, facilities, privileges, advantages

and accommodations or in the obtaining and holding of employment. Licensee shall abide by City's Equal Opportunity Program for non-construction contractors doing business with the City. A copy of the program effective as of the date of this Agreement is on file in the City Clerk's Office as Document RR262633, and by this reference is a part hereof. The goal of the program is the attainment of employment for minorities and women in all areas of employment, in a total percentage as established by the City for its Equal Opportunity Program each year.

17.17 Cooperating with City. Licensee recognizes that it is the policy of the Center that all licensees, including Licensee, will cooperate with activities of City and to comply with all rules and regulations of City applicable to the Center and Premises.

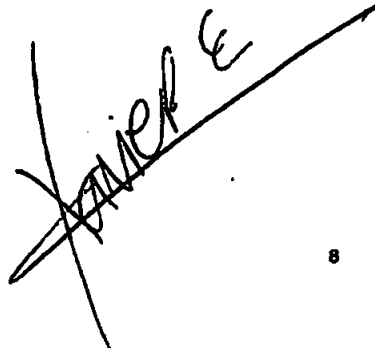
17.18 Rules and Regulations. Licensee and its employees, agents and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on Exhibit "D" attached hereto and incorporated herein by reference. Licenser may from time to time reasonably amend, delete or modify existing rules and regulations or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Center and the comfort, quiet and convenience of occupants of the Center. Modifications or additions to the rules and regulations will be effective upon notice to Licensee from Licenser. In the event of any breach of any rules or regulations, or any amendments or additions to such rules and regulations, Licenser will have all remedies which this Lease provides for default by Licensee, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Licenser will not be liable to Licensee for violation of such rules and regulations by any other licensee, its employees, agents, visitors, or any other person. In the event of any conflict between the provisions of this Agreement and the rules and regulations, this Agreement will govern.

17.19 Warranty of Authority. If Licensee is a limited liability company, the parties executing this Agreement on behalf of Licensee hereby covenant and warrant that Licensee is a duly qualified limited liability company, and all steps have been taken prior to the date hereof to qualify Licensee to do business in California, all franchise and other taxes have been paid to date, and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed or paid when due. Upon the request of Licenser, Licensee shall provide Licenser with a certificate of good standing from the California Secretary of State, dated within thirty (30) days of the Effective Date, along with a copy of the articles of organization of Licensee, and a copy of the operating agreement of Licensee authorizing the execution of this Agreement by the undersigned.

17.20 Disturbances. Licensee shall not make or permit to be made, any unseemly or disturbing noises or odors, or disturb or interfere with the occupants of neighboring premises, whether by the use of any musical instrument, amplified sound, noise, whistling, singing, or in any other way. Licensee shall not throw anything. Licensee shall not do anything or permit anything to be done on or from the Premises which will disturb the quiet enjoyment of any other licensee, tenant or its premises.

17.21 Licenser's Provisions. Licenser shall provide Licensee with one (1) extension cord and one (1) accessible 110 volt outlet for Licensee's use at the Premises.

[SIGNATURE PAGE FOLLOWS.]

A handwritten signature in black ink, appearing to read "Xavier E.", is written over a horizontal line. The signature is slanted and includes a large, stylized initial "X".

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

LICENSOR:

SM
Symphony Asset Pool XVI LLC,
a Delaware limited liability company

By: Pacifica Enterprises, Inc., a California corporation
Its: Manager

By: 

Name: Dario De Luca
Title: President

LICENSEE:

Xavier Escamilla, an individual
dba Seafood Kikos Place

By: _____, a _____
Its: _____

By: _____
Name: Xavier Escamilla
Title: Owner

EXHIBIT A

Premises

BELMONT PARK

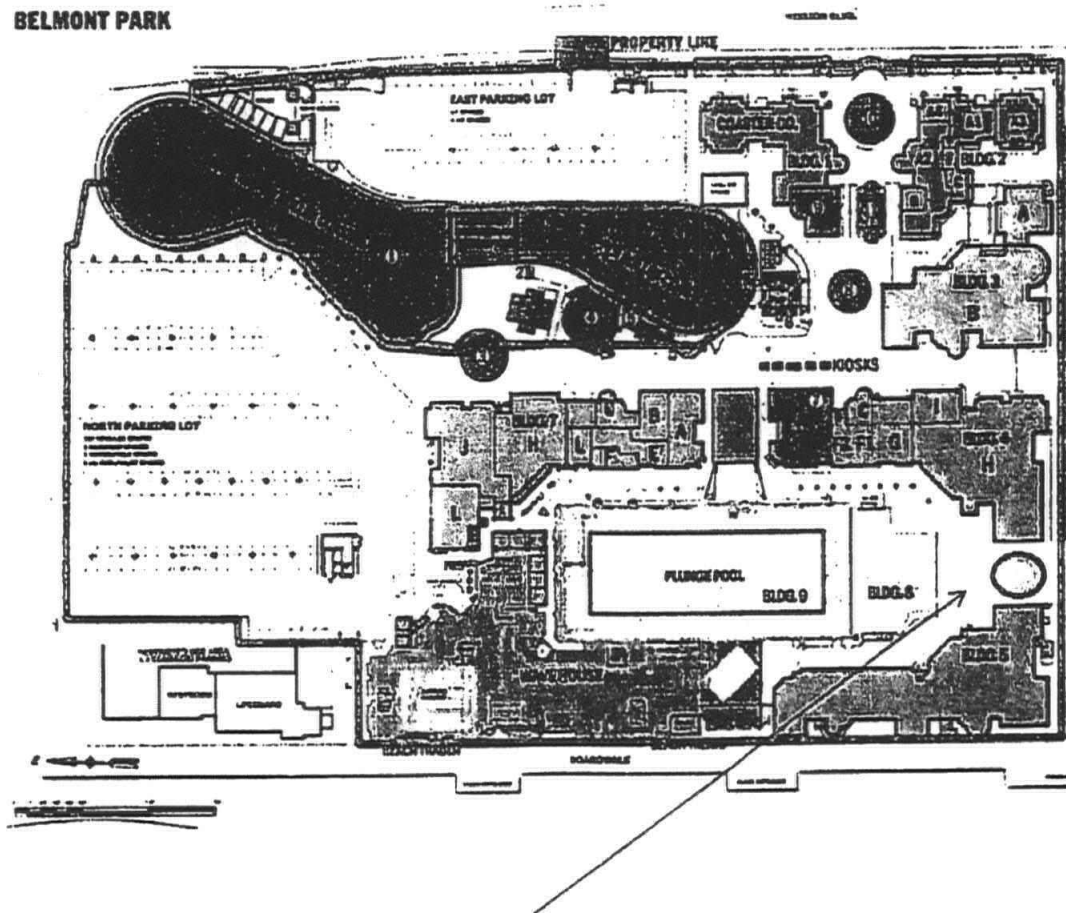


EXHIBIT B

SIGN PROGRAM (part 1 of 4)

A complete copy of the Belmont Park Tenant Signage Design Criteria dated 1-21-15 to be provided under separate cover. Basic criteria follow herein. All Tenant signage must be approved in writing by Sublessor prior to installation.

General Sign Construction Requirements

1. All signs and their installation shall comply with all local building and electrical codes.
2. All electrical signs will be fabricated by a U.L. approved sign company, according to U.L. specifications and bear U. L. Label.
3. Sign company to be fully licensed with the City and State and shall have full Workman's Compensation and general liability insurance.
4. All penetrations of building exterior surfaces are to be sealed waterproof in color and finish to match existing exterior.
5. Internal illumination to be 30 milliamp neon, installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".
6. Painted surfaces to have satin finish. Only paint containing acrylic polyurethane products may be used.
7. Logo and letter heights shall be specified and shall be determined by measuring the normal capital letter of a type font exclusive of swashes, ascenders, and descenders.
8. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type style will not be acceptable. The Landlord reserves the right to reject any fabrications work deemed to be below standard.
9. All lighting must match the exact specification of the approved working drawings. No exposed conduits or raceways, unless integrated into the overall design will be allowed.
10. Signs must be made of durable rust-inhibiting materials that are appropriate and complimentary to the building.
11. Color coating shall exactly match the color specified on the approved plans.
12. Joining of materials (e.g. seams) shall be finished in way as to be unnoticeable. Visible welds be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filled and finished so as to be unnoticeable.
13. Finished surfaces of metal shall be free from oil canning and warping. All signs finishes shall be free from dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standard of the industry.
14. In no case shall any manufacturer's label be visible from the street from normal viewing angles.
15. Exposed raceways are not permitted unless they are incorporated into the overall sign design.
16. Exposed junction boxes not permitted.
17. All raceways, conduits, etc... installed on back of parapets to be painted a specific color to be obtained from the architect.

EXHIBIT B

SIGN PROGRAM (part 2 of 4)

Tenant Signage Specifications

The intent of this criteria is to encourage creativity to ensure the individuality of each tenant sign as opposed to similar sign design, construction, and colors repeated throughout the project. Signs must be architecturally compatible with the entire center.

Storefront Signage:

The following types of contraction will be allowed:

- Acrylic face channel letters
- Through face and halo channel letters
- Reverse pan channel letters
- Skeleton neon behind flat cut out shapes and letters.
- Open pan channel letters (Only in an artistic letter style/font)
- Push-through letters and logos in custom-shaped aluminum cabinets
- Flat cut out dimensional shapes and accents
- Metal screen mesh accents
- Exposed skeleton neon accents

The idea of using dissimilar materials and creating signs with varying colors, layers, and textures will create an exciting and appealing retail environment.

Sign area for all tenants will be calculated as follows:

1.5 square feet of sign area for every linear foot of leased frontage is the maximum aggregate area allowed.

Tenant with multiple elevations will be allowed the same formula for each elevation. Stacked copy is not permitted.

Sign Copy

DESCENDING LETTER ELEMENT

EXHIBIT B

SIGN PROGRAM (part 3 of 4)

Prohibited Signs:

1. No Standard plex faced cabinet construction allowed.
2. Signs constituting a Traffic Hazard:
No person shall install or maintain, or cause to be installed or maintained, any sign which simulates in size, color, lettering or design any traffic sign or signal, or which make use of the words "STOP", "LOOK", "DANGER" or any words, phrases, symbols, or characters in such a manner as to interfere with, mislead or confuse traffic.
3. Signs in Proximity to Utility Lines:
Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines that are prescribed by the laws of the State of California are prohibited.
4. Signs painted directly on a building surface subject to sole discretion of landlord based upon submitted design for review.
5. No sign shall project above or below the sign-able area. The sign-able area is defined in the attached exhibit for tenants. Including no lower wall mounted signs.
6. Vehicle signs:
Signs on or affixed to trucks, automobiles, trailers, or other vehicles which are use for advertising, identity, or provide direction to a specific use or activity not related to its lawful activity are prohibited. (i.e. Delivery trucks with tenant signage is OK!)
7. Light Bulb Strings:
External displays, other than temporary decorative holiday lighting which consists of unshielded light bulbs are prohibited. An exception may be granted by the Landlord when the display is an integral part of the design character of the activity to which it relates.
8. Banners, Pennants & Balloons used for Advertising Purposes:
Temporary flags, banners, or pennants, or a combination of same constituting an architectural feature which is an integral part of the design character of a project may be permitted subject to Municipal Code requirement, Landlord's, and City approval.
9. Billboards Signs are not permitted
10. No additional sign copy, tagline, or descriptors allowed for main tenant sign.

EXHIBIT B

SIGN PROGRAM (part 4 of 4)

Abandonment of Signs:

Any tenant sign left after thirty (30) days from vacating premises shall become the property of Landlord.

Inspection:

Landlord reserves the right to hire an independent electrical engineer at the Tenant's sole expense to inspect the installation of all Tenant's signs and to require the Tenant to have any discrepancies and/or code violations corrected at the Tenant's expense.

Maintenance:

It is the Tenant's responsibility to maintain their signs in proper working and clean conditions at all times. Otherwise, Landlord reserves the right to hire his own contractor, make the necessary corrections, and bill tenant should it be deemed necessary.



Illumination Method 1

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Faces use translucent Lexan with matching trim cap only. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only.



Illumination Method 2

Illuminated REVERSE PAN CHANNEL display with HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Illuminate with 30 mA neon or equivalent LED illumination.

Paint faces and returns to match only.



Illumination Method - Combination of 1 and 2

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE AND HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Faces use Lexan with matching trim cap. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only.



Illumination Method 3

Illuminated OPEN PAN CHANNEL display with EXPOSED NEON ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish.

Illuminate with 30 mA neon or equivalent LED illumination. Paint face and returns to match only.

Note: All signs may utilize solid color-matched digital vinyl printing on faces of illuminated or non illuminated surfaces.

EXHIBIT C

Park Hours

Concessions may be operated from two (2) hours after sunrise to 10:00 P.M. local time from October 1 through March 31 and to 11:00 P.M. local time from April 1 through September 30.

EXHIBIT D

Rules and Regulations

1. The Premises is a part of Mission Beach Park, a dedicated public park. The Premises must therefore be utilized for park and recreation purposes and for facilities needed to accommodate park visitors, including visitor oriented commercial and recreational uses. Licensee shall operate its activities in a manner consistent with the foregoing purposes so as to accommodate the public uses of the park property.

2. No projection shall be attached to the outside wall of the buildings in the Center or any exterior portion of the Center without the prior written consent of Licensor. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a licensee's premises, without the prior written consent of Licensor. Such projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Licensor. All electrical ceiling fixtures hung in spaces along the perimeter of the buildings in the Center must be fluorescent, of a quality, type, design and bulb color approved by Licensor.

3. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the passageways or other public places in the Center shall not be covered or obstructed by any licensee, nor shall any bottles, parcels or other articles be placed on the window sills.

4. Vehicles and hand trucks, except those equipped with rubber tires and side guards, shall not be used in the Premises or in the Common Areas, by any licensee or its employees, in the delivery or receipt of merchandise.

5. No licensee shall mark, paint, drill into, or in any way deface any part of its premises, or the buildings in the Center, or elsewhere in the Center. No boring, cutting or stringing of wires, or laying of linoleum or other similar floor coverings, or painting or wood staining of fixtures or equipment, shall be permitted, except with the prior written consent of Licensor, and as Licensor may direct.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about a licensee's premises, and except as permitted by the Lease, no cooking shall be done or permitted on a licensee's premises, except that the preparation of coffee, tea, hot chocolate and similar items for licensees and their employees shall be permitted. No licensee shall cause or permit any unusual or objectionable odors to be produced or permeate its premises.

7. No licensee's premises shall be used for manufacturing or for the storage of merchandise, except as such storage may be incidental to the use of the premises as permitted by Licensor. No licensee shall occupy or permit any portion of its premises to be occupied for any use other than permitted by this Lease. No licensee shall engage or pay any employees on its premises, except those actually working for such licensee on its premises nor advertise for laborers giving an address at its premises. No licensee's premises shall be used for lodging or sleeping, or for any immoral or illegal purposes.

8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made in existing locks or the mechanism thereof. Each licensee, upon termination of his tenancy, shall restore to Licensor all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such licensee, and in the event of the loss of any keys so furnished, such licensee shall pay to Licensor the cost of replacing the same or of changing the lock or locks opened by such lost key if Licensor shall deem it necessary to make

such change.

9. All removals, or the carrying in or out of any sales, freight, furniture, or bulky matter of any description must be accomplished under the supervision of Licensor's representative and take place during the hours which the Licensor may determine from time to time. The moving of other fixtures or bulky matter of any kind must be made upon previous notice to Licensor and under his supervision, and the persons employed by any licensee for such work must be acceptable to Licensor.

10. No licensee shall install any antennas, aerial wires or other such equipment on the roof or exterior walls of any building in the Center or elsewhere in the Center, without, in each and every instance, obtaining the prior approval, in writing, by Licensor.

11. No licensee shall engage in or knowingly permit illegal activity within the Premises, including but not limited to the use, sale, or purchase of state or federally restricted substances, illegal consumption of alcoholic beverages, or solicitation, loitering, or any other violations of municipal, state, or federal law. Licensee promises to immediately report to Licensor any witnessed or suspected criminal activity committed either by Licensee, Licensee's employees or agents, any other licensee in the Center, or any guest or patron of Licensee. In addition to the immediate notification required herein, Licensee promises to notify Licensor in writing within 72 hours of any such violation.

Licensee's Signature: _____

Date: _____

ADJUSTED GROSS SALES REPORT

Xavier Escamilla, dba Seafood Kikos Place (Licensee)

for food truck between Buildings 4 and 5, near south lot

According to the terms of our Lease, I / we hereby certify under penalty of perjury that the gross sales for the period: _____ to _____ are as follows:

Total Gross Sales: \$ _____

LESS:

Refunds or Allowances: \$ _____

Exchanges: \$ _____

Included Sales, Use or
Gross Receipts Taxes: \$ _____

Total Deductions from Gross Sales: (\$ _____)

TOTAL ADJUSTED GROSS SALES: \$ _____

Deduct Monthly Breakpoint (\$ 5,000.00)

GROSS SALES IN EXCESS OF BREAKPOINT: \$ _____

% RENT = GROSS SALES IN EXCESS OF BREAKPOINT \$ _____ x 18% = \$ _____

PERCENTAGE RENT FOR THE PERIOD DUE SYMPHONY ASSET
POOL XVI, LLC (if applicable):

\$ _____

DUE TO LICENSOR 10 DAYS AFTER END OF MONTH
(please email completed report to KBrown@apacificuent.com)

AUTHORIZED SIGNATURE

DATE

Landlord may request at any time copies of the report to the board of Equalization and copy of Cancelled check made to such board.

Balotsky, Vladimir

From: Debbie O'Connor <doconnor@pacificaent.com>
Sent: Wednesday, July 05, 2017 6:59 PM
To: Balotsky, Vladimir
Subject: FW: Consent to Licenses - Belmont Park
Attachments: Wicked Maine Lobster License Agreement April 2017.pdf; Xavier Escamilla dba Seafood Kikos place License Agreement April 2017.pdf

Hi Vladimir,

I have attached the fully-executed agreements for Wicked Maine Lobster and Seafood Kikos Place.

Symphony Asset Pool XVI, LLC ("SAP XVI") has opted to continue operating the merchandise kiosks internally, so the license for SD Trading Company was not executed by the Lessor. SAP XVI refunded the application fee paid by SD Trading to the City Treasurer.

Thank you!

Debbie O'Connor
Pacifica Real Estate Services, Inc.
(858) 755-0216 phone

From: Balotsky, Vladimir [mailto:VBalotsky@sandiego.gov]
Sent: Monday, June 26, 2017 4:44 PM
To: Debbie O'Connor
Subject: Consent to Licenses - Belmont Park

Hi Debbie,
Please email be copies of the fully executed agreements with:

1. San Diego Trading Company
2. Wicked Maine Lobster
3. Xavier Escamilla d.b.a. Seafood Kikos Place

Thank you,

Vladimir Balotsky
Supervising Property Agent
City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
T(619) 235-5248
vbalotsky@sandiego.gov



~ A world-class city for all

CONFIDENTIAL COMMUNICATION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mgh Insurance Services Inc. 615 National City Blvd. National City, CA 91950 Phone (619)474-0071 Fax (619)474-3566	CONTACT NAME: Jessica PHONE (A/C, No, Ext): (619)474-0071 FAX (A/C, No): (619)474-3566 E-MAIL ADDRESS: jessica@mghins.com
INSURED SEAFOOD KIKO'S PLACE 4414 Texas St SAN DIEGO CA 92116-	INSURER(S) AFFORDING COVERAGE INSURER A: MT. VERNON FIRE INS COMP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐	Y	N	CL 2710951	03/24/2017	03/24/2018	EACH OCCURRENCE	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 1000000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF SAN DIEGO, and SYMPHONY ASSET POOL XVI, LLC is added as additional insured per blanket form endorsement

CERTIFICATE HOLDER

CITY OF SAN DIEGO
SYMPHONY ASSET POOL XVI, LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heuckmader

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Xavier Escamilla dba Seafood Kikos Place

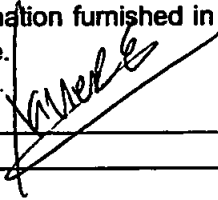
Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: 3/24/2017

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: 

Title:

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document: Seafood Kikos Place

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy: 4404 Texas St, San Diego,CA,92116

Telephone No.:619-900-8969_____

Fax. No.:

E-mail Address: FFJEG@yahoo.com

3. **Billing Address (*only if different from Mailing Address*);**

Telephone No.: _____

Fax. No.: _____

4. **Proposed (Sub)Lessee intends to operate as a:**

Sole Proprietorship (X); Partnership (); Corporation ();

Limited Liability Company (); Other _____

Explain if necessary:

5. **Effective date of assignment (complete only if applicable): 05/01/2017**

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership ()
Limited Partnership ()
Other () Explain N/A

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
------	------	------	--------
4. Has the partnership conducted business in San Diego County?
Yes () No () If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()

NA

2. When incorporated? _____

3. Where incorporated? _____

4. Is the corporation authorized to do business in California? Yes () No ()

If so, as of what date? _____

5. The corporation is held:

- a. Publicly () Privately ()

- b. If publicly held, how and where is the stock traded?

6. Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____

- b. Number of nonvoting shares: _____

- c. Number of shareholders: _____

- d. Value per share of Common Stock: Par \$ _____

Book \$ _____

Market \$ _____

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares:

Name:

Title:

Address:

No. of Shares:

Name:

Title:

Address:

No. of Shares:

Name:

Title:

Address:

No. of Shares:

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

N/A

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where _____ Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report must include a balance sheet and annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No (X)
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action? a. Yes () No (X)
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments? a. Yes () No (X)
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Ruben Betancourt

Name:

RB Seafood Distributor

Firm:

Owner

Title:

58 Palomar Av, Chula Vista, CA,91911

Address:

619-831-2298

Telephone:

Nature and magnitude of purchase, sale, loan, business, association, etc.:

\$4,000 to \$15,000,00 Food credit

REFERENCE NO. 2

Zack Romaya

Name:

Old Town liquor Store / Texas St

Firm:

Owner

Title:

4404 Texas St, San Diego, CA,92116.

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business, association, etc.:

Renting a parking for business and a house rent.

REFERENCE NO. 3

Name: TQM FS / Quality Meat Co

Firm: TQM FS / Quality Meat Co

Jocelyn – Sales Rep

Title:

2363 Newton Av, San Diego, CA, 92113

Address:

619-233-5753

Telephone:

Nature and magnitude of purchase, sale, loan, business, association, etc.:
\$200 to \$800 food purchase on a weekly basis.

REFERENCE NO. 4

Roberto

Name:

Urban Place

Firm:

Owner

Title:

1212 Cesar Chavez Pkwy, San Diego, CA, 92113.

Address:

619-237-5007

Telephone:

Nature and magnitude of purchase, sale, loan, business, association, etc.:

Produce purchase \$100 to \$ 1000 on a weekly basis.

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name Xavier Escamilla

Date of Birth 08/04/1987

Place of Birth San Felipe BC, Mexico

Social Security Number 843-77-3007

Driver's License Number/State F3234654

Home Address 4414 Texas St, San Diego, CA,9216

Previous Address _____

Home Telephone No. 619-900-8969

Employer Seafood Kikos Place

Occupation Business Owner

Business Address 4404 Texas St, San Diego, CA,9216

Business Telephone No. Business Fax No.

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____

Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

To park my food truck inside of Belmont Park from 11AM TO 9PM, 6 days a week.

Serve fresh seafood to tourist and local customers and we had been in business for about 6 years with two food trucks operating.

Our Social media and yelp reviews are excellent from 4.7 to 49 stars. tourist from around the world will experience our unique food made from the scratch.

PROPOSED METHOD OF FINANCING

DEVELOPMENT OR LEASEHOLD PURCHASE

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
	Food Sales				
1	\$ 200,000.00	\$	\$	\$	\$
2	\$ 225,000.00				
3	\$250,000.00				
4	\$275,000.00				
5	\$300,000.00				

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

We have been in business for six years with 2 food trucks at 2 locations. We have 8 employees, and 6 of the employees started from opening.

Before opening my food-trucks 6 years ago, I was managing multiple locations in the restaurant business for 10 years.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the AssignmentSublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

- 6 Months Lease
- 18 % of gross sales as a compensation for lease.
- Food Truck parked inside of Belmont Park.
- No Deposit.
- Landlord will be in charge of Electricity, water, tables, chairs.

Official Business Name for License Agreement: Seafood Kikos Place

Please numerate the food items you will be selling: Fish Tacos, Grill fish Taco, Grill Shrimp Taco, Shrimp Taco, Ceviche's, Clamato, Carne asada taco, burritos and sodas.

Name and Title of signor for License Agreement: Xavier Escamilla owner.

What are the proposed hours of operations: 10AM to 8pm

Official Business Name for License Agreement: Seafood Kikos Place

Please numerate the food items you will be selling: Fish Tacos, Grill fish Taco, Grill Shrimp Taco, Shrimp Taco, Ceviche's, Clamato, Carne asada taco, burritos and sodas.

Name and Title of signor for License Agreement: Xavier Escamilla owner.

What are the proposed hours of operations: 10AM to 8pm