

**CITY OF SAN DIEGO
CONSENT TO SUBLEASE**

THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as lessor, and SPORTSMEN'S SEAFOOD COMPANY, INC., a California corporation ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO PERCENTAGE LEASE filed in the Office of the San Diego City Clerk as Document No. RR-268048 on April 6, 1987 (the "Lease").

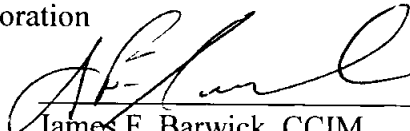
LESSEE, as sublessor, and ERNEST AND LISA PRIETO, doing business as "Chubasco Sportsfishing" ("Sublessee"), as sublessee, have signed a SUBLEASE AGREEMENT dated July 1, 2010, under which LESSEE intends to sublease a portion of the Lease premises to Sublessee.

CITY hereby consents to LESSEE'S subleasing a portion of the Lease premises to Sublessee.

Date: 10/19/10

THE CITY OF SAN DIEGO, a California municipal
corporation

BY:


James F. Barwick, CCIM
Real Estate Assets Director



July 1, 2010

VIA FEDERAL EXPRESS

Robert E. Zolezzi
READ Asset Management Group
1200 Third Avenue, Suite 1700
San Diego, California 92101

RE: *Sportsmen's Seafood Company, Inc.*

Dear Mr. Zolezzi:

Mr. Busalacchi asked me to forward you the enclosed documents for the sublease between Sportsmen's Seafood Company and Ernest Prieta dba Chubasco Shortsfishing. Please find enclosed the following documents:

- Executed Sublease Agreement with Exhibit A;
- City of San Diego Questionnaire and Business Proposal; and
- Certificate of Insurance.

Please let me know if you have any questions. Thank you.

Sincerely yours,
NAVIGATO & BATTIN LLP

Mandy G. Jennings
Paralegal to Daniel J. Navigato
:mgj

Enclosures

SUBLEASE AGREEMENT

This Sublease Agreement ("Agreement") is made this 1 day of July, 2009,¹⁰
by and between Sportsmen's Seafood Co., Inc., a California corporation ("Sportsmen"), and
Ernest Prieto dba Chubasco Sportsfishing ("Chubasco").

WITNESSETH

A. WHEREAS, Sportsmen is the ground lessee of certain waterfront land, facilities, and dockside improvements commonly known as Sportsmen's Seafood Company, Mission Bay, 1617 Quivira Road, San Diego, CA 92109 ("Premises"); and

B. WHEREAS, Sportsmen desires to grant to Chubasco authority to operate a sportsfishing charter boat operation ("Business") consisting of one (1) boat on a portion of the Premises. The portion of the Premises to be utilized is a dock slip designated by Sportsmen as more particularly described and depicted on Exhibit "A" ("Subleased Premises"); and

C. WHEREAS, Chubasco desires to operate the Business from the Subleased Premises;

Now, therefore, in consideration of the covenants and agreements in this Agreement and other good and valuable consideration, subject to the consent by the City of San Diego ("City"), Sportsmen hereby grants and Chubasco hereby accepts the grant of a right to operate the Business for the use and enjoyment of the general public on the following terms:

1. APPOINTMENT

1.1 Agreement for Non-Exclusive Use of Premises.

(a) Subject to the consent of the City, Sportsmen grants Chubasco permission to operate the Business from the Subleased Premises.

(b) Chubasco agrees to operate the Business in accordance with policies, standards and procedures established from time to time by Sportsmen or City.

(c) This Agreement is in effect a sublease of a portion of the Premises covered by the lease agreement between Sportsmen and City as reflected in document #268048 ("Master Lease"). This Agreement is subject to the covenants and conditions of the Master Lease notwithstanding any contrary or conflicting provision in this Agreement.

(d) In the event the Master Lease is terminated for any reason, this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement.

2. CHUBASCO'S OBLIGATIONS

2.1 Equipment.

(a) Chubasco will provide, at its own cost, all equipment needed to operate the Business.

(b) Chubasco shall be responsible for the normal safekeeping of all equipment and supplies used in or related to the Business. The sportfishing boat and all related equipment of

Chubasco shall be maintained in good condition sufficient to satisfy and pass all equipment-related safety and inspection requirements of the U.S. Coast Guard, the State of California, the City and/or any other governmental agency.

(c) Chubasco shall keep any and all boat registrations current in accordance with California State Boating Law.

(d) Title to all Chubasco's equipment and related supplies provided by Chubasco shall at all times remain in and be solely vested in Chubasco. Upon termination of this Agreement, Chubasco shall promptly remove all of its property from the Subleased Premises.

(e) All vessels shall meet applicable Coast Guard standards for passenger operations.

(f) Chubasco shall maintain and keep the back parking lot in good condition and in accordance with any rules and regulations set forth by Sportsmen and City. Chubasco shall bear the cost and expense of maintaining the back parking lot on a pro rata basis divided among Chubasco and other sublessees.

(g) Chubasco shall maintain, repair and keep the Subleased Premises in good condition and in accordance with the rules and regulations set forth by City and Sportsmen. Chubasco shall bear the cost and expense of maintaining and repairing the Subleased Premises.

2.2 Operation of Business.

(a) Chubasco shall have use of the portion of the Subleased Premises for operation of the Business. The Premises and the Subleased Premises may be modified or changed by Sportsmen at anytime at the sole discretion of Sportsmen.

(b) Chubasco shall in no way alter the Subleased Premises without express permission of Sportsmen.

(c) Upon termination of this Agreement, Chubasco shall return the Subleased Premises in good and clean condition, normal wear and tear excepted.

(d) Chubasco shall promote guest safety.

(e) Chubasco shall not operate any charters in adverse weather conditions.

(f) Chubasco will immediately report to Sportsmen, the Premises' Manager, or in his or her absence, the Assistant Manager, any injury or accidents to guest, property, or known defects in the Subleased Premises.

(g) Chubasco agrees to provide at its expense, all signage necessary for the Business provided Chubasco obtains prior written consent of Sportsmen. Such signage shall comply with all rules, regulations, and ordinances, including, but not limited to, any rules, regulations or ordinances promulgated by the City.

(h) Chubasco agrees to provide notice to all customers and patrons that it is operating as an independent contractor..

2.3 Personnel.

(a) Chubasco will recruit, employ, train, direct and supervise, employees who will keep the sportsfishing boat and related equipment and supplies, and all Chubasco's equipment properly cared for and maintained, and who will be qualified to assist guests in the proper use of equipment.

(b) All employees of Chubasco entering the Premises or the Subleased Premises will abide by Sportsmen's rules consistent with standards, quality, and image of the Premises.

(c) Chubasco's personnel shall satisfy all Coast Guard standards for applicable passenger operation and be trained in safety procedures to meet Association of Commercial Operators standards.

2.4 License and Taxes. Chubasco will obtain at its own cost, all licenses necessary for operation of the Business and will pay all sales, business, and personal property taxes incident to the Business.

2.5 Liens. Chubasco shall be responsible for and promptly discharge any liens which occur in connection with, or as a result of Chubasco's Business.

3. SPORTSMEN'S OBLIGATIONS

3.1 Business Rights and Use of Premises

(a) In connection with Sportsmen's grant to Chubasco of the right to operate the Business on the Subleased Premises, Sportsmen also grants to Chubasco the authority to advertise and promote the Business in a tasteful manner, including the placement on the Subleased Premises of such signs and display advertising in accordance with the Master Lease and that conform with the Mission Bay Park Master Plan guidelines. It is agreed that all such signs and displays placed on the Subleased Premises shall be subject to prior written approval by Sportsmen. Notwithstanding anything to the contrary in this Agreement, in the event the City or any other governmental authority requires the removal of any signage of Chubasco, Chubasco shall immediately remove any such signage at its own cost and expense.

(b) Chubasco agrees to use the Subleased Premises solely for the operation of the Business. Changes to the Business operations shall not be made without prior written approval of Sportsmen.

3.2 Property Taxes. Sportsmen shall be responsible for any real property taxes which may be levied on the Premises.

3.3 Utilities. Sportsmen shall provide reasonable access to the utilities necessary to the operation of the Business. Sportsmen shall provide utilities of water and electricity reasonably necessary for the Subleased Premises. Temporary failure to supply utilities shall not be deemed a breach of this Agreement and Sportsmen shall not be liable for any interruption in utility service.

4. INSURANCE AND INDEMNIFICATION

4.1 Liability Insurance. On or before the Effective Date, as later defined in Section 6.1, "Term", herein, Chubasco shall have obtained, as evidenced by a current certificate of insurance, a **Commercial Liability** insurance policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Chubasco's ownership, maintenance, operation and/or use of its charter boat and the Subleased Premises in the conduct and/or operation of the Business, with limits of at least TWO MILLION DOLLARS (\$2,000,000) per occurrence with at least FOUR MILLION DOLLAR (\$4,000,000) aggregate. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Seafood Co., Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with

Sportsmen's Seafood Co., Inc. and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the certificate of insurance is filed with Sportsmen and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Chubasco and must be disclosed and acceptable to Sportsmen and the City at the time evidence of insurance is provided.

4.2 Other Insurance. On or before the Effective Date, as later defined in Section 6.1, "Term", herein, Chubasco shall have obtained, as evidenced by a current certificate of insurance, a **Professional Liability** policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Chubasco's use of the Subleased Premises or operation of the Business, with limits of at least TWO MILLION DOLLARS (\$2,000,000) per occurrence, subject to an annual aggregate of at least FOUR MILLION DOLLARS (\$4,000,000). Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], the certificate of insurance shall name "Sportsmen's Seafood Co., Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's Seafood Co., Inc. and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to Sportsmen and the City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements; evidence of an insurer's inclusion on the most recent LESLI list must be presented at the time the certificate of insurance is filed with Sportsmen and the City's Real Estate Assets Department. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Chubasco and must be disclosed and acceptable to Sportsmen and the City at the time evidence of insurance is provided. Additionally, Chubasco shall, at its own cost and expense, obtain and keep in force during the term of this Agreement a **Workers Compensation Insurance** policy covering all of its employees.

4.3 Hold Harmless. Chubasco shall protect, defend, indemnify, and hold Sportsmen and City, and City's elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly related to the granting of this right to Chubasco to operate the Business on the Subleased Premises, the use and operation of the Subleased Premises, or the operations to be performed under this Agreement, and all costs and expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that Chubasco's duty to indemnify and hold harmless shall not include any claims or liability

arising from the established active negligence, sole negligence, or sole willful misconduct of Sportsmen or City, or City's elected officials, officers, representatives, agents and employees.

5. FINANCIAL

5.1 Compensation. Beginning on the Effective Date of this Agreement, Chubasco shall pay Sportsmen monthly rent calculated as the greater of (1) Seventeen Percent (17%) of monthly Gross Income received from the sale of goods and services and from all other authorized activities and uses of the Subleased Premises, or (2) \$ 1,000.00. Chubasco shall pay such rent to Sportsmen, monthly in arrears, and prior to the fifth (5th) day of the calendar month following that month in which the revenue subject to rent was earned. If rent paid to the City by Sportsmen should increase due to moneys generated by Chubasco while operating the Business on the Subleased Premises, then an amount equal to such increase shall be paid to Sportsmen by Chubasco to offset such increase.

5.2 Gross Income. Gross Income as used in this Agreement includes all income resulting from occupancy of the Subleased Premises from whatever source derived and whether received or to become due. Gross Income includes income received by Chubasco or by its agent(s), and all gross income received by Chubasco as a result of occupancy or operation of the Subleased Premises, except as may be otherwise specified in this Agreement. Gross Income does not include federal, state, or municipal taxes collected from the consumer (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by Chubasco to a governmental agency accompanied by a tax return or statement as required by law. Possessory interest taxes or other property taxes shall not be deducted in computing Gross Income. Gross Income shall not include income received from the sale of goods that is subsequently refunded when the goods are returned for resale on the Subleased Premises or deposits that are later refunded. The amount of the taxes and refunds shall be clearly shown on the books and records of Chubasco. The percentage rent shall be calculated and paid by Chubasco to Sportsmen (or through Sportsmen in the case of rent due City) on the basis of the Gross Income whether the income is received by Chubasco or its agent(s), and all Gross Income received by any other party as a result of occupancy of the Subleased Premises or the operation of the Business shall be regarded as Gross Income of Chubasco for the purpose of calculating the percentage rent required to be paid by Chubasco to Sportsmen and City, except as may be otherwise specified by or pursuant to this Agreement.

5.3 Accounting. The Parties contemplate that revenues deriving from the Business shall be listed via a separate cash register, or other machine that registers sales and produces receipts. Booking procedures shall be in accordance with City requirements set forth in the Master Lease or otherwise required by City and be open for inspection by Sportsmen upon seven days written request. Percentage of agreed rents due the City for sales occurring from this location shall be distributed as follows: to be paid monthly by Chubasco as directed by Sportsmen and/or City. Rents shall be paid to Sportsmen on or before the 5th day of the month following the month in which the income was earned.

6. TERM AND TERMINATION

6.1 Term. This Agreement is effective upon consent by City ("Effective Date") and

shall run for a period of one year from the Effective Date. Chubasco shall have an option to extend the term of this Agreement for one (1) additional one (1) year terms. In order to exercise its option to extend the term of the Agreement, Chubasco must provide Sportsmen with written notice of its intention to exercise its option on or before three months prior to the termination of this Agreement, or any extension thereof. As a further condition of Chubasco's right to exercise its option Chubasco must not be in default under the terms of this Agreement at the time it provides Sportsmen with written notice of its intention to extend the term or at anytime thereafter until the commencement of the option period. As a further condition of Chubasco's option to extend the term of this Agreement, any such extension must be approved by City.

6.2 Termination. This Agreement, or any extension thereof, may be terminated:

- (a) By mutual agreement of the Parties;
- (b) By either party upon thirty (30) days prior written notice, in the event of a material breach of this Agreement; provided the breaching party has been given written notice of such breach and has failed to cure breach within ten (10) days after receipt of such notice.
- (c) Immediately and automatically upon termination of the Master Lease.

7. MISCELLANEOUS

7.1 Chubasco an Independent Contractor. Chubasco shall act as an independent contractor in all respects and shall not be subject to the control of Sportsmen, and under no circumstances shall Chubasco be considered an agent, servant or employee of Sportsmen in providing the services specified in this Agreement.

7.2 Notices. Any notice given hereunder by either party to the other shall be in writing and shall be delivered by personal delivery or by certified mail, return receipt requested. Such notice shall be deemed given and effective on the date of delivery if personally delivered or five (5) days after the date of mailing. Notices shall be delivered to Sportsmen at 1617 Quivira Road, San Diego, CA 92109 C/O Sportsmen's Seafood Co. and to Chubasco at 2282 CAMINITO PASTARIS #156 SD, CA 92107. Either party hereto may change its address by giving notice thereof to the other party hereto in conformity with this paragraph.

7.3 Acts of God. If because of weather, acts of God, strikes, or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligation hereunder, such nonperformances shall not be considered a breach of this Agreement; provided, however, that Chubasco's obligation to pay rent shall not be excused by such acts or unavoidable causes.

7.4 Trademark and Trade Names. The Parties agree that they have no right in or to any trademarks, trade names or logos of each other and will not use or cause or allow others to use the same without the express permission of the other party.

7.5 Assignment and Subletting. Chubasco shall not be entitled to assign this Agreement or sublet any space on, or portion of, the Premises or Subleased Premises.

7.6 Waiver. A failure of either party to insist upon full performance of any term or provision or to exercise any rights, options or remedy of this Agreement or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.

7.7 Modification. This Agreement may not be modified except by a written agreement

executed by both parties.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

7.9 Attorney's Fees to Party. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provision of this Agreement between Sportsmen and Chubasco, the prevailing party shall be entitled to recover reasonable attorney's fees. Should it become necessary for the City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this Agreement, Chubasco agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

7.10 Compliance with Law. Chubasco shall at all times in the operation of the Business comply with all applicable laws, statutes, ordinances, and regulations of City at Chubasco's sole cost and expense. In addition, Chubasco shall comply with all notices issued by City's mayor or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

7.11 Sole Agreement. This Agreement constitutes the sole and only agreement between the parties with respect to the rights and obligation conferred hereunder, and there are no representations or understandings not contained herein.

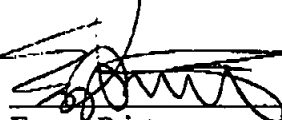
7.12 Quiet Use. Provided Chubasco is current in paying rent and is not otherwise in default, it shall at all times during the term peaceably and quietly have and enjoy the Subleased Premises, as modified by time to time by Sportsmen at its sole discretion. Sportsmen shall not be liable for any loss or damage resulting in temporary displacement or otherwise as a result of Chubasco's loss of quiet enjoyment.

7.13 Utilities. Chubasco shall pay Sportsmen a monthly fee for utilities and water in the amount of \$_____. The monthly fee may be increased by Sportsmen in its sole discretion in the event (1) the price of utilities or water increase, (2) Chubasco's use of utilities and water increase or should the monthly, or (3) the monthly fee paid by Chubasco is not sufficient to cover the actual expense to Sportsmen relating to Chubasco's use of utilities and water.

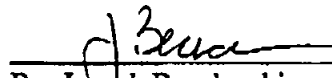
IN WITNESS WHEREOF,

We, the undersigned, having read and understood the contents of the Agreement, do agree to be bound according to its terms and conditions.

Ernest Prieto dba Chubasco Sportfishing


Ernest Prieto

Sportsmen's Seafood Co., Inc.


By: Joseph Busalacchi
Its President



THE CITY OF SAN DIEGO

May 27, 2010

Mr. Joseph Busalacchi
President
Sportsmen's Seafood Company, Inc.
1617 Quivira Road
San Diego, CA 92109

Reference: Lease Agreement between the City of San Diego (City) and Sportsmen's Seafood Company, Inc. (Sportsmen's Seafood), Filed in the Office of the City Clerk on April 6, 1987 as Document No. RR-268048 (Lease)

Dear Mr. Busalacchi,

Subject: Consents to Sublease Agreements between Sportsmen's Seafood and OEX Mission Bay, Inc., and Waterhorse Charters, LLC (Consents)

Pursuant to Section 4.02 Assignment and Subletting, of the above-referenced Lease, please find enclosed one (1) fully-executed original copy of each of the subject Consents. Each of the Consents will be effective as of June 1, 2010, as will (pursuant to the subleases) each sublease.

Should you have any questions, please contact me via telephone at (619) 236-7028 or via e-mail at FReale@sandiego.gov.

Sincerely,

Frederick L. Reale
Property Agent

Enclosures: 1. Executed Consent to Sublease Agreement with OEX Mission Bay, Inc.
2. Executed Consent to Sublease Agreements with Waterhorse Charters, LLC

cc: David A. Sandoval, Deputy Director (w/o Enclosures)
Robert E. Zolezzi, Property Agent, Asset Management (w/o Enclosures)

Lease File: SPORTSMEN'S SEAFOOD COMPANY, INC.

I Support Staff Group\WPO\2010\REALEVL-BUSALCCHI - EXECUTED CONSENTS TO OEX & WATERHORSE SUBLEASES doc



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

Waterhorse

CONSENT

MENT

THIS CONSENT TO SUBLEASE AGREEMENT (Consent) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY), and SPORTSMEN'S SEAFOOD COMPANY, INC., a California corporation (SPORTSMEN'S SEAFOOD), to be effective as of the first day of the calendar month following execution by CITY (Effective Date), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY, as lessor, and SPORTSMEN'S SEAFOOD, as LESSEE, entered into that certain Percentage Lease Agreement, dated April 6, 1987 and filed in the Office of the City Clerk as Document No. RR-268048 (Master Lease), relating to that certain real property in Mission Bay Park located at 1617 Quivira Road, San Diego, CA 92109, and as more particularly described in Section 9.01 Exhibit "A" – Legal Description of the Master Lease (Master Lease Property).
- B. The Master Lease requires CITY'S consent to any sublease of the Master Lease Property.
- C. SPORTSMEN'S SEAFOOD desires to enter into a sublease (Sublease) with WATERHORSE CHARTERS, LLC, a California limited liability company (WATERHORSE), whereby SPORTSMEN'S SEAFOOD subleases to WATERHORSE, and WATERHORSE subleases from SPORTSMEN'S SEAFOOD, a portion of the Master Lease Property (Subleased Premises).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. CITY'S Consent. Subject to the following terms and conditions, CITY hereby consents to SPORTSMEN'S SEAFOOD'S request to sublease a portion of the Master Lease Property to WATERHORSE. CITY'S consent does not relieve SPORTSMEN'S SEAFOOD or WATERHORSE from the responsibility and obligation, if any, to obtain all necessary licenses or permits, or otherwise comply with all applicable rules, regulations, and local, state and federal laws.
- 2. Subordination. The Sublease is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the Sublease. Any conflict between the Master Lease, this Consent (except as otherwise stated herein), and the Sublease shall be construed or resolved in favor of the Master Lease. SPORTSMEN'S SEAFOOD hereby acknowledges and agrees that WATERHORSE'S rights and obligations as sublessee under the Sublease are subject to and subordinate to the terms and conditions of this Consent and the Master Lease.
- 3. Use. SPORTSMEN'S SEAFOOD shall ensure that the Subleased Premises shall be used for the sole purpose of operating a dive and kayak fishing charter boat operation, along

with related services, and for no other purpose whatsoever without CITY'S prior written approval, and that WATERHORSE'S use of the Subleased Premises shall comply at all times with the Master Lease. Any activity conducted on the Subleased Premises, or elsewhere on the Master Lease Property in conjunction with the Sublease, shall be subject to the requirements of Section 5. Unauthorized Use Charge, as set forth below.

4. Rent. SPORTSMEN'S SEAFOOD shall pay rent to CITY, calculated on a calendar month basis, as follows:
- (a) Fifty percent (50%) of the greater of: (1) the percentage rent paid to SPORTSMEN'S SEAFOOD by WATERHORSE calculated at seventeen percent (17%) of WATERHORSE'S monthly gross income received from charter boat trips and from all other authorized activities and uses of the Subleased Premises; or, (2) the monthly minimum rent of One Thousand One Hundred and Eighty-Seven Dollars and Fifty Cents (\$1,187.50), paid to SPORTSMEN'S SEAFOOD by WATERHORSE as a guarantee against the percentage rent requirement;
 - (b) Pursuant to the Master Lease, ten percent (10%) of the gross income received from WATERHORSE strictly for the rental of boat slips, if any, regardless of the basis upon which the income is calculated; and,
 - (c) Fifty percent (50%) of all other rent received from WATERHORSE which is based upon gross income received by WATERHORSE from any other source permitted under the purpose of the Master Lease, subject to prior written approval of CITY.

CITY acknowledges that the monthly utilities and water fee to be paid by WATERHORSE is not a component of the monthly rent it is to pay SPORTSMEN'S SEAFOOD for its use of the Subleased Premises and, therefore, shall not be subject to this Consent Section 4., and shall not be included in any calculation of rent due CITY under this Consent Section 4.

5. Unauthorized Use Charge. SPORTSMEN'S SEAFOOD agrees as a term of this Consent that it will pay CITY one hundred percent (100%) of the gross rents paid to SPORTSMEN'S SEAFOOD by WATERHORSE for any service or use that is not permitted by the Master Lease and this Consent, retroactive to the commencement date of the unauthorized service or use, and independent of when CITY discovered the unauthorized service or use. This payment is subject to the due date provided in the Master Lease for rental payments, and the provision in the Master Lease for delinquent rent. Neither the existence of the one hundred percent (100%) charge in this Consent Section 5., nor the payment of this charge, or any part of it, shall constitute an authorization of a particular service or use, and shall not waive any of CITY'S rights under the Master Lease and this Consent including, but not limited to: the right to terminate, or cause the termination of, a service or use; the right to withdraw this Consent; and, the right to default SPORTSMEN'S SEAFOOD, under the terms of the Master Lease, for participating in or allowing any unauthorized use of the Master Lease

Property, to include the Subleased Premises. For purposes of the Sublease consented to herein, this Consent Section 5. shall supersede the "Unauthorized Use Charge" set forth in Section 3.07 of the Master Lease.

6. Indemnification. Through its Sublease, SPORTSMEN'S SEAFOOD shall ensure that WATERHORSE shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to SPORTSMEN'S SEAFOOD'S or WATERHORSE'S officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, WATERHORSE'S use of or operations on the Master Lease Property, the condition of the Subleased Premises, or from any act or omission of WATERHORSE or any of its employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.
7. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve SPORTSMEN'S SEAFOOD or any person claiming under or through SPORTSMEN'S SEAFOOD of the obligation to obtain CITY'S consent to any future sublease.
8. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent. SPORTSMEN'S SEAFOOD shall protect, defend, indemnify, and hold CITY harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of the Sublease or 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.
9. San Diego's Strong Mayor Form of Governance. The Master Lease shall be amended by adding the following section:

All references to "City Manager" in this lease and all subsequent amendments to this lease shall be deemed to refer to "Mayor." This section became effective on January 1, 2006, and shall remain in effect for the duration of the time period that the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.
10. No Further Modification of Master Lease or Sublease. Except as provided herein, this Consent shall not be deemed or construed to modify, waive, impair, or affect any of the terms or conditions of the Master Lease or the Sublease.

11. Controlling Law. The terms and conditions of this Consent shall be construed in accordance with the laws of the State of California.
12. Captions. Captions to the sections of this Consent are included for convenience only and do not modify any of the terms of this Consent.
13. Entire Agreement. This Consent constitutes the entire statement of the agreement of the parties pertaining to the CITY'S consent to the Sublease, and is binding on and inures to the benefit of the parties' respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. No modification of the terms or conditions of this Consent shall be effective unless made in a writing that expressly states that it modifies this Consent, and signed by the parties hereto.
14. Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach of the terms and conditions of this Consent, or otherwise for any remedy and the enforcement thereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorney fees incurred.

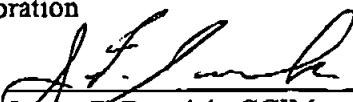
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15. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

Date: 5/25/10

THE CITY OF SAN DIEGO, a California municipal corporation

BY: 
James F. Barwick, CCIM
Director, Real Estate Assets

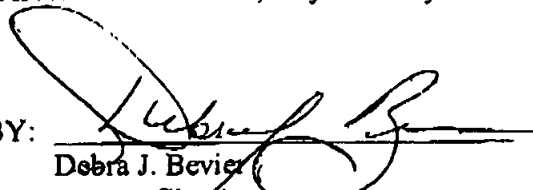
Date: 5/16/10

SPORTSMEN'S SEAFOOD COMPANY, INC., a California corporation

BY: 
Joseph Busalacchi
President

APPROVED AS TO FORM AND LEGALITY
this 27th day of May, 2010.

JAN I. GOLDSMITH, City Attorney

BY: 
Debra J. Bevier
Deputy City Attorney

OEX

CONSENT

MENT

THIS CONSENT TO SUBLEASE AGREEMENT (Consent) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY), and SPORTSMEN'S SEAFOOD COMPANY, INC., a California corporation (SPORTSMEN'S SEAFOOD), to be effective as of the first day of the calendar month following execution by CITY (Effective Date), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY, as lessor, and SPORTSMEN'S SEAFOOD, as LESSEE, entered into that certain Percentage Lease Agreement, dated April 6, 1987 and filed in the Office of the City Clerk as Document No. RR-268048 (Master Lease), relating to that certain real property in Mission Bay Park located at 1617 Quivira Road, San Diego, CA 92109, and as more particularly described in Section 9.01 Exhibit "A" - Legal Description of the Master Lease (Master Lease Property).
- B. The Master Lease requires CITY'S consent to any sublease of the Master Lease Property.
- C. SPORTSMEN'S SEAFOOD desires to enter into a sublease (Sublease) with OEX MISSION BAY, INC., a California corporation (OEX), whereby SPORTSMEN'S SEAFOOD subleases to OEX, and OEX subleases from SPORTSMEN'S SEAFOOD, a portion of the Master Lease Property (Subleased Premises).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. CITY'S Consent. Subject to the following terms and conditions, CITY hereby consents to SPORTSMEN'S SEAFOOD'S request to sublease a portion of the Master Lease Property to OEX. CITY'S consent does not relieve SPORTSMEN'S SEAFOOD or OEX from the responsibility and obligation, if any, to obtain all necessary licenses or permits, or otherwise comply with all applicable rules, regulations, and local, state and federal laws.
- 2. Subordination. The Sublease is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the Sublease. Any conflict between the Master Lease, this Consent (except as otherwise stated herein), and the Sublease shall be construed or resolved in favor of the Master Lease. SPORTSMEN'S SEAFOOD hereby acknowledges and agrees that OEX'S rights and obligations as sublessee under the Sublease are subject to and subordinate to the terms and conditions of this Consent and the Master Lease.
- 3. Use. SPORTSMEN'S SEAFOOD shall ensure that the Subleased Premises shall be used for the sole purpose of operating a dive and kayak fishing shop for retail scuba gear sales and rentals, retail kayak sales and rentals, sales of clothing, sundries and air fills and

Premises. For purposes of the Sublease consented to herein, this Consent Section 5. shall supersede the "Unauthorized Use Charge" set forth in Section 3.07 of the Master Lease.

6. Indemnification. Through its Sublease, SPORTSMEN'S SEAFOOD shall ensure that OEX shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to SPORTSMEN'S SEAFOOD'S or OEX'S officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, OEX'S use of or operations on the Master Lease Property, the condition of the Subleased Premises, or from any act or omission of OEX or any of its employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.
7. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve SPORTSMEN'S SEAFOOD or any person claiming under or through SPORTSMEN'S SEAFOOD of the obligation to obtain CITY'S consent to any future sublease.
8. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent. SPORTSMEN'S SEAFOOD shall protect, defend, indemnify, and hold CITY harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of the Sublease or 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.
9. San Diego's Strong Mayor Form of Governance. The Master Lease shall be amended by adding the following section:

All references to "City Manager" in this lease and all subsequent amendments to this lease shall be deemed to refer to "Mayor." This section became effective on January 1, 2006, and shall remain in effect for the duration of the time period that the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.
10. No Further Modification of Master Lease or Sublease. Except as provided herein, this Consent shall not be deemed or construed to modify, waive, impair, or affect any of the terms or conditions of the Master Lease or the Sublease.

11. Controlling Law. The terms and conditions of this Consent shall be construed in accordance with the laws of the State of California.
12. Captions. Captions to the sections of this Consent are included for convenience only and do not modify any of the terms of this Consent.
13. Entire Agreement. This Consent constitutes the entire statement of the agreement of the parties pertaining to the CITY'S consent to the Sublease, and is binding on and inures to the benefit of the parties' respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. No modification of the terms or conditions of this Consent shall be effective unless made in a writing that expressly states that it modifies this Consent, and signed by the parties hereto.
14. Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach of the terms and conditions of this Consent, or otherwise for any remedy and the enforcement thereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorney fees incurred.

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15. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

Date: 5/25/10

THE CITY OF SAN DIEGO, a California municipal corporation

BY: 
James F. Barwick, CCIM
Director, Real Estate Assets

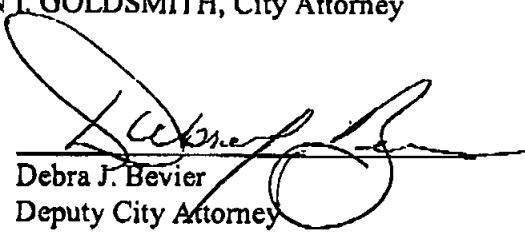
Date: 5/18/10

SPORTSMEN'S SEAFOOD COMPANY, INC., a California corporation

BY: 
Joseph Busalacchi
President

APPROVED AS TO FORM AND LEGALITY
this 27th day of May, 2010.

JAN I. GOLDSMITH, City Attorney

BY: 
Debra J. Bevier
Deputy City Attorney

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into effective as of May 18, 2010 (the "Effective Date") by and between **Michael DeCello and Kathie Sonner** (collectively, "Buyer"), and **Frank Powell dba Moka Express** ("Seller").

WHEREAS, Seller operates a drive up coffee stand ("Coffee Stand") in the parking lot at 6387 Balboa Ave., San Diego, California; and

WHEREAS, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and receive from Seller, all of the assets associated with the Coffee Stand and the business of the Coffee Stand, all on the terms and subject to the conditions set forth herein.

WHEREAS, Seller has full ownership of the name "Moka Express." Seller will at the time of sale provide to Buyer, in a form proper for recording with the San Diego County Recorder's office, an Abandonment of Fictitious Business Name is recorded.

WHEREAS, Seller has full ownership with free and clear title, including no UCC filings against, of all equipment, product, supplies and all other items except the land for the Coffee Stand known as "Moka Express".

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, and for valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Acquired Assets.** Subject to the terms and conditions set forth herein, upon Closing (as defined herein), Seller sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby purchases, receives, assumes, and acquires from Seller, all of the tangible and intangible assets of Seller that are listed on Exhibit A attached hereto (the "Acquired Assets") in "as is, where is" condition.

2. **Seller's Duties.** Seller shall ensure at the time of Closing (as defined herein) that Seller has free and clear title to the Acquired Assets, including no UCC liens. Seller shall also ensure that he has full ownership of the name "Moka Express" including a current, valid Fictitious Business Name recorded with the San Diego County Recorder's office along with a valid, current business license. Seller shall provide proof of the current, valid Fictitious Business Name and business license within five (5) days from the execution of this Agreement.

3. **Lease.** Prior to closing, Buyer shall obtain a valid, effective lease agreement from the landlord, Balboa Crest/Ralph Griffiths. Buyer shall have fifteen (15) days from the execution of this Agreement to consummate a new lease agreement with the landlord or get the landlord's approval to assume the current lease agreement. Buyer understands and acknowledges that Buyer is responsible for obtaining a new lease or an assignment or modification of Seller's lease to operate the Coffee Stand at the current location. Seller will reasonably assist Buyer in obtaining

said lease, assignment or modification but Buyer's procurement of a lease, assignment or modification is not a condition precedent, requirement or term of this Agreement. Buyer expressly assumes the risk and responsibility of obtaining an acceptable arrangement with the property owner.

4. **Purchase Price.** As consideration for the Acquired Assets and the transactions contemplated hereby, Buyer shall pay to Seller at Closing (as defined herein) the amount of Fifteen Thousand Dollars (\$15,000) by cash, certified check or cashier's check upon closing.

5. **Closing.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously on **May 18, 2010**, at the offices of Navigato & Battin, LLP, 501 W. Broadway, Suite 2060, San Diego, CA 92101 or as soon thereafter as all of the provisions in paragraphs 2 and 3 are complied with. All proceedings to take place at the Closing shall take place simultaneously, and no delivery shall be considered to have been made until all such proceedings have been completed. At the Closing:

- a. Buyer shall (i) tender the Purchase Price; and
- b. Seller shall (i) turn over all keys, passcodes and other incidents of ownership or operation, and (ii) execute and deliver to Buyer a bill of sale substantially in the form attached hereto as **Exhibit B** ("Bill of Sale").

6. **Title to Assets.** Seller represents to Buyer that Seller has good and marketable title to the Acquired Assets, whether tangible or intangible. This title shall be free and clear with no liens.

7. **Authority.** Buyer and Seller each represent to the other that this Agreement has been duly and validly executed and delivered and this Agreement constitutes a valid and binding agreement of such party, enforceable against the party in accordance with its terms. Each party has all requisite power and authority to consummate the transactions contemplated hereby.

8. **Disclaimer.**

THE ACQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS." SELLER MAKES NO WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE ACQUIRED ASSETS. SELLER DOES NOT WARRANT OR REPRESENT THAT ANY OF THE ACQUIRED ASSETS IS OPERATIONAL OR FUNCTIONAL. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE ACQUIRED ASSETS TO ITS FULL SATISFACTION PRIOR TO EXECUTION OF THIS AGREEMENT. SELLER DOES NOT WARRANT THAT ANY OF ITS CURRENT CUSTOMERS WILL CONTINUE TO PATRONIZE THE COFFEE STAND. SELLER DOES NOT WARRANT

THAT THE CITY, COUNTY, LANDLORD OR OTHER INDIVIDUAL, ENTITY OR AGENCY WILL CONTINUE TO ALLOW BUYER TO OPERATE THE COFFEE STAND AT THE CURRENT LOCATION. SELLER DOES NOT WARRANT THAT ANY OF THE SUPPLIERS OR VENDORS WILL SELL TO BUYER.

9. **Limitation of Liability.**

SELLER SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF SELLER, REGARDLESS OF THE BASIS OF THE CLAIM, FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE CONSIDERATION ACTUALLY PAID HEREUNDER. THIS LIMIT OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND SELLER'S EXECUTION OF THIS AGREEMENT WAS DEPENDENT UPON ITS INCLUSION. THE EXCEPTION IS IF SELLER FAILS TO PROVIDE FREE AND CLEAR TITLE WITHOUT ANY LIENS AND ALL THE OTHER DOCUMENTATION DETAILED IN PARAGRAPH 2.

10. **Compliance with Laws.** Buyer acknowledges and agrees that after Closing it is responsible for assuring it is in compliance with all applicable laws, including local zoning, health and signage ordinances. In particular, Buyer will need to obtain a public health permit from the County of San Diego Department of Environmental Health and satisfy the prerequisites for such a permit. Buyer acknowledges that it has researched the requirements for a public health permit to its satisfaction. Seller shall cooperate fully in providing all necessary information to get the health permit for the business.

11. **Coffee Stand.** Buyer acknowledges and agrees that the Coffee Stand is not a free standing structure and is not the subject of any permit issued by the San Diego Development Services Department or other such agency. Buyer further acknowledges that the Coffee Stand will require routine maintenance, including paint and structural repairs.

12. **Post-Closing Covenants.**

- a. *Seller Covenants* After Closing, Seller will (i) make immediately available the inventory of the Coffee Stand, (ii) execute any further documents necessary to effect the transactions contemplated by this Agreement, and (iii) make himself reasonably available for consulting by phone during normal business hours (8am - 5pm), for up to thirty (30) calendar days from Closing.

- b. *Buyer's Covenants.* After Closing, Buyer will (i) at Buyer's cost, immediately pick up all inventory from Seller.

13. **Bulk Sales Compliance.** The parties agree to waive compliance with all applicable bulk transfer laws. Nothing in this Section shall operate or be construed to prevent any party hereto from asserting as a bar or defense to any action or proceeding brought under any bulk sales law that such law does not apply to the transfer contemplated under this Agreement.

14. **Binding Effect; Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon each party hereto and shall inure to the benefit of and be binding upon each party's successors, heirs and assigns; provided that, this Agreement and the rights and obligations hereunder may not be assigned nor transferred (including transfers by operation of law) by either party without the prior written consent of the other party.

15. **Expenses.** Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs or expenses.

16. **Attorney's Fees.** Should any litigation be commenced concerning this Agreement or the rights and duties of any party with respect thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for such party's attorney's fees and expenses determined by the court in such litigation or in a separate action brought for that purpose.

17. **Arbitration.** Any controversy, claim, dispute or difference between the parties hereto arising out of or related to this Agreement or the breach thereof ("Dispute"), shall be settled by mutual consultation between the parties in good faith as promptly as possible. Any Dispute, which cannot be settled amicably by the parties, shall be finally settled by binding arbitration through the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction. All arbitration proceedings shall be held in San Diego, California, U.S.A..

18. **Amendments.** No amendment to this Agreement shall be effective unless it shall be in writing and signed by both parties hereto.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

20. **Interpretation.** This Agreement shall not be interpreted against a party by virtue of such party's participation in the drafting of the Agreement or any provisions herein.

21. **Exhibits.** All exhibits, addenda and schedules attached to this Agreement are incorporated in and made a part of this Agreement.

22. **Survival of Obligations.** The Parties' obligations under this Agreement which by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

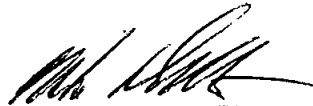
23. **Entire Agreement.** The Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating to the subject matter hereof.

24. **Severability; Waiver.** If any provision of this Agreement or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the portion, if any, of such provision that may be enforceable. No waiver of any provision hereof shall be effective unless made pursuant to a writing signed by the waiving party, and no such waiver shall constitute a continuing waiver.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Frank Powell



Michael DeCello



Kathie Sonner

EXHIBIT A
ACQUIRED ASSETS

- Commercial Coffee Brewing Machine
- Commercial Espresso Machine
- Commercial Coffee Cart Refrigerator
- Self Contained Coffee Cart
- Cash Register
- Commercial Blender
- Phone
- Microwave
- Stainless Steel Rack located inside cart
- Stainless Steel Espresso Containers
- Full Size Refrigerator
- Awnings
- Portable Stereo System
- Trash Container
- Coffee Storage Containers
- Condiment Containers
- Coffee Pot Pump Containers
- Hose
- Cleaning Supplies
- All available stock
- Security System

EXHIBIT B
BILL OF SALE, ASSIGNMENT AND CONVEYANCE

THIS BILL OF SALE, ASSIGNMENT AND CONVEYANCE is made pursuant to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") made, delivered, and effective on May 18, 2010 (the "Effective Date"), by and between **Frank Powell dba Moka Express** (the "Seller") and **Michael DeCello and Kathie Sonner** (collectively, "Buyer"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, convey, transfer, assign and deliver to Buyer all of its respective rights, title and interest in and to the Acquired Assets, as reflected on Exhibit A to the Asset Purchase Agreement.

Seller does hereby constitute and appoint Buyer, its successors and assigns, as such Seller's true and lawful attorney with full power of substitution in such Seller's name and stead, on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Acquired Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any party thereof, and from time to time to institute and prosecute in such Seller's name or otherwise, at the expense of Buyer and for the benefit of Buyer, its successors or assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors and/or assigns may deem proper for the collection or reduction to possession of any of the Acquired Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned or delivered, or intended so to be, and to do all other acts and things in relation to the Acquired Assets that Buyer, its successors or assigns, shall deem desirable

THE ACQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS" SELLER MAKES NO WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE ACQUIRED ASSETS. SELLER DOES NOT WARRANT OR REPRESENT THAT ANY OF THE ACQUIRED ASSETS IS OPERATIONAL OR FUNCTIONAL. HOWEVER, SELLER DOES WARRANT THAT HE IS PROVIDING FREE AND CLEAR TITLE WITH NO LIENS OF ALL OF THE BUSINESS'S TANGIBLE AND INTANGIBLE ASSETS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first written above.

Frank Powell ("Seller")

Michael DeCello and Kathie Sonner ("Buyer")

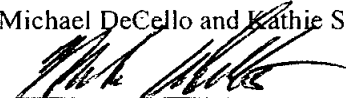
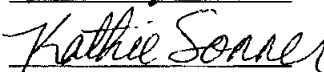
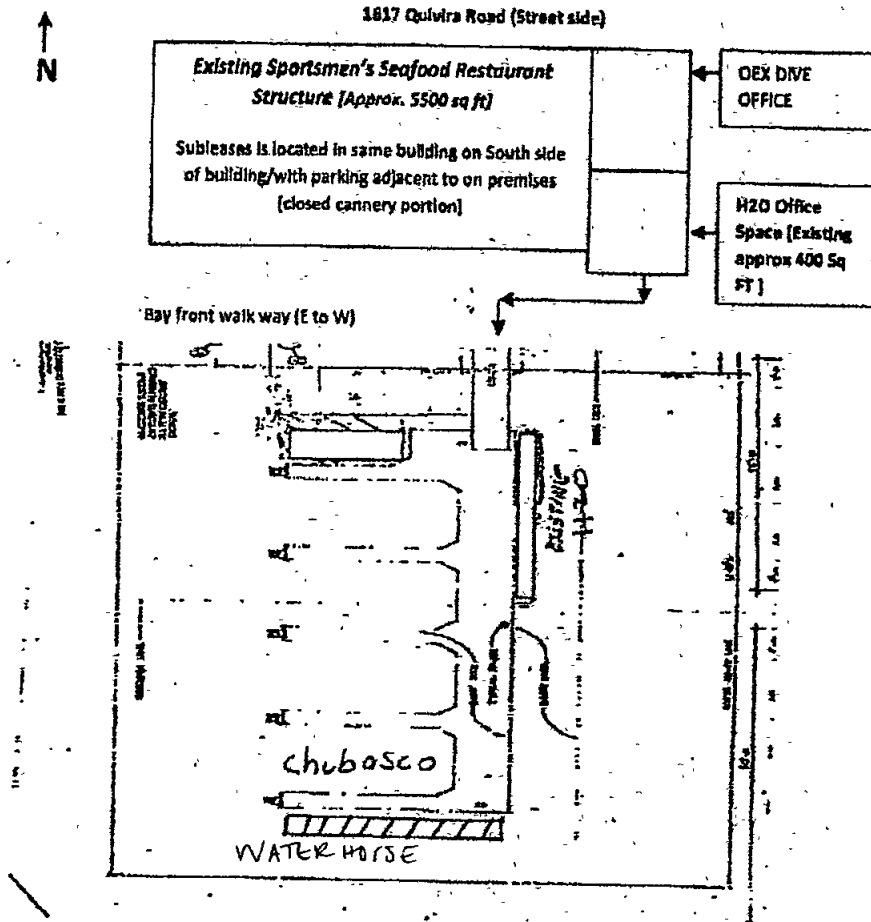



Exhibit A to Sublease



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):

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

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

CHUBASCO SPORTFISHING

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

Date this Questionnaire completed: April 20 2009

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:

Chubasco Sport Fishing

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

2282 CAMINITO PASARITO #156

S.D. , CA 92107

Telephone No.: 619-572-8480 Fax. No.: 619 224-5544
E-mail Address: ERNIE@Chubasco2.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): _____

PARTNERSHIP STATEMENT

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

1. Date of Organization: _____
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 %

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

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 (☒)
 - 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: DEE FINLEY DIESEL REPAIR
Firm: DEE FINLEY DIESEL REPAIR
Title: OWNER
Address: 9139 NORTHCOTE RD. SANTEE, CA 92071
Telephone: 619 459 5075

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

MECHANIC FOR THE VESSEL, ~~BOAT~~ WE HAVE
PURCHASED NEW ENGINES THROUGH HIM.

REFERENCE NO. 2

Name: ERIC POOLE
Firm: HIGH SEAS FUEL DOCK, LLC
Title: OWNER
Address: 2540 SHELTER ISLAND DR. SD, 92106
Telephone: 619 523-2980

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

PURCHASE FUEL & LUBRICANTS FROM
HIM REGULARLY.

REFERENCE NO. 3

Name: LORI
Firm: EVERINGHAM BEES BAIT CO.
Title: OFFICE MANAGER
Address: P.O. Box 2449 LA MESA, CA 91943-2449
Telephone: 619 696 6673

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

Purchase all our Live Bait through
This company. VITAL PART OF OUR INDUSTRY

REFERENCE NO. 4

Name: KATE LOYOLA
Firm: SAN DIEGO MARINE EXCHANGE
Title: ACCOUNTS RECEIVABLE
Address: 2636 SHELTER ISLAND DR. SD, CA 92106
Telephone: 619 223-7159

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

WE USE SDMX ALMOST EXCLUSIVELY FOR
ALL OUR BOAT PARTS & REPAIR NEEDS.

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

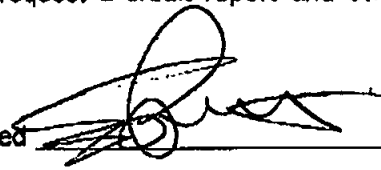
PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may 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 ERNEST ANTHONY PRIETO III
Date of Birth 12/30/1973
Place of Birth Los Angeles, CA
Social Security Number 563 29 0859
Driver's License Number/State CADL A6454032
Home Address 2282 Caminito Pajarito #156
S.D., CA 92107
Previous Address 2129 San Clemente St.
S.D., CA 92107
Home Telephone No. 619 224-5544
Employer Self
Occupation owner Chubasco SportFishing
Business Address 2282 Caminito Pajarito #156, SD, 92107
Business Telephone No. 619 572-8480
Business Fax No. 619 599-8290

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

Date 4/20/09

Signed 

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

Chubasco SportFishing

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.

PA

Proposed method of financing

Chubasco Sportfishing will require no additional financing. We recently completed a remodel of the vessel, including a repower. The vessel is now EPA tier 2 compliant and meets and/or exceeds all of the California pollution requirements placed on a vessel for hire. The vessel should not require any major repairs or retrofits in the near future.

**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.

WE Require NO FINANCING

*WE HAVE RECENTLY COMPLETED A REPOWER OF
THE VESSEL AND ARE NOW EPA TIER 2 COMPLIANT.
THE VESSEL SHOULD NOT REQUIRE ANY MAJOR REPAIRS OR
RETROFIT IN THE NEAR FUTURE.*

Method of operation

Chubasco Sportfishing plans to operate the F/V "Chubasco II" as a vessel for hire on the Sportsmen's Seafood dock at 1617 Quivira rd. SD, Ca 92107. We plan on offering both ½ day and ¾ day open party trips on the vessel, along with private charters. We will be fishing along the coast of San Diego and the Coronado Islands in Mexico. We do not plan to offer any other services other than a vessel for hire. We will be marketing to San Diego visitors as well as our local residents.

Estimate of gross receipts

Chubasco Sportfishing is a single vessel operation. We are working towards growth in our new location at Sportsmen's Seafood. The sudden displacement of our business by the Hyatt Corp. and Kencal has forced us to reevaluate our earning potential. With the expenses incurred in relocating the business, the new marketing costs, and the repowering of the vessel, and the time lost in the process, we are expecting a significantly smaller gross than in the previous years. We will no longer have other fishing vessels with which to share advertisement and marketing expenses with. We would appreciate the City's help and understanding in this matter. We are on course to gross 60,000.00 for this year, 2009.

Business Plan

The figures for the City of San Diego percentage minimums based on our Gross Receipts

2009 \$ 60,000.00 X 20% = \$12,000.00

\$12,000.00 / 12 mo. = \$1000.00

\$1,000.00 monthly minimum or set percentage whichever is greater.

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)				
	Vessel 41 ft				
1	\$60,000.00	\$	\$	\$	\$
2	67,000.00				
3	73,000.00				
4	80,000				
5	85,000				

Experience Statement

Chubasco Sportfishing plans to operate as a sportfishing charter vessel for hire. We plan on offering fishing excursions to the coastal kelp beds of La Jolla and Pt. Loma, and trips to the Coronado Islands in Mexico. We have been in operation in San Diego since February of 2002. We were previously a part of the Islandia Sportfishing operation that was a sublease of JG management and then Mission Bay Sportfishing which was operated by Kencal. We were exclusively the ¾ day fishing trip boat at that landing. Ernest Prieto has been involved with the Chubasco Sportfishing operation in San Diego since its inception. He relocated himself and his family from Los Angeles in January of 2002 to operate the business. He became owner of the vessel and operation in April of 2006. Prior to relocating to San Diego, Ernest was employed by Chubasco Sportfishing since 1997, and also worked in the fishing tackle sales industry. He has been involved in the fishing industry since 1995. Chubasco Sportfishing was not actively seeking out a lease or sublease with the city of San Diego prior to November of 2008. The sudden and unexpected displacement by Kencal and its sublessee Hyatt hotel, forced us to seek out a new location. We have been negatively affected financially by our displacement and our struggling in this current economy. We have worked toward more modern marketing ideas to help our business survive and grow.

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.

**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).

ADDENDUM "A"

INSURED: Ernest & Lisa Prieto dba: Chubasco Sportfishing
VESSEL: CHUBASCO

CERTIFICATE OF INSURANCE
DATED: April 16, 2010

PRIMARY POLICY NO.: CP2213/10
PRIMARY POLICY TERM: **EFFECTIVE DATE:** 04/20/10 **EXPIRATION DATE:** 04/20/11

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

IT IS FURTHER AGREED THAT SHOULD NO COVERAGE APPLY HEREIN FOR THE NAMED INSURED, NEITHER COVERAGE NOR DEFENSE SHALL BE AFFORDED TO THE ABOVE-IDENTIFIED ADDITIONAL INSURED.

MOREOVER, IT IS AGREED THAT NO COVERAGE SHALL BE AFFORDED TO THE ABOVE IDENTIFIED ADDITIONAL INSURED FOR ANY BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE TO ANY EMPLOYEE OF THE NAMED ADDITIONAL INSURED OR TO ANY OBLIGATION OF THE ADDITIONAL INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGES ARISING OUT OF SUCH INJURY.

RX Date/Time
04/21/2010 14:16 FAX

2010/04/21 13:20

P.003
003



CERTIFICATE OF LIABILITY INSURANCE

OP ID PP
CHUBAS2

DATE (MM/DD/YYYY)
04/16/10

PRODUCER Douglas Lambert Ins. Services 1825 State Street, 3rd Floor Santa Barbara CA 93101 Phone: 805-563-6388 Fax: 805-569-3051		INSURERS AFFORDING COVERAGE		NAIC #
INSURED Ernest & Lisa Prieto dba: Chubasco Sportfishing 2282 Caminito Pajarito, #156 San Diego CA 92107		INSURER A Sunderland Marine Mutual		
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) ☐ Y/N If yes, describe under SPECIAL PROVISIONS below					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER	A Protect/Indemnity	CP2213/10 CHUBASCO	04/20/10	04/20/11	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Please See Addendum A Attached

CERTIFICATE HOLDER

EVERJRI Everingham Bros. Bait Co. P.O. Box 2449 La Mesa CA 91943-2449	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Sherry Lawson, EIC #2614725
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ACORD 28 (2009/01)

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ADDENDUM "A"

INSURED: Ernest & Lisa Prieto dba: Chubasco Sportfishing
VESSEL: CHUBASCO

CERTIFICATE OF INSURANCE
DATED: April 16, 2010

PRIMARY POLICY NO.: CP2213/10
PRIMARY POLICY TERM: EFFECTIVE DATE: 04/20/10 EXPIRATION DATE: 04/20/11

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

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MOREOVER, IT IS AGREED THAT NO COVERAGE SHALL BE AFFORDED TO THE ABOVE IDENTIFIED ADDITIONAL INSURED FOR ANY BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE TO ANY EMPLOYEE OF THE NAMED ADDITIONAL INSURED OR TO ANY OBLIGATION OF THE ADDITIONAL INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGES ARISING OUT OF SUCH INJURY.

RX Date/Time
04/21/2010 14:17 FAX

2010/04/21 13:20

P.005
005



CERTIFICATE OF LIABILITY INSURANCE

OP ID PP
CHUBAS2

DATE (MM/DD/YYYY)
04/16/10

PRODUCER Douglas Lambert Ins. Services 1825 State Street, 3rd Floor Santa Barbara CA 93101 Phone: 805-563-6388 Fax: 805-569-3051		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ernest & Lisa Prieto dba: Chubasco Sportfishing 2282 Caminito Pajarito, #156 San Diego CA 92107		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A <u>Sunderland Marine Mutual</u>	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRODUCER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
ACORD 101 LTR INSRD	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER				
	☐ POLICY ☐ PRO-JECT ☐ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
☐ HIRED AUTOS					
☐ NON-OWNED AUTOS					
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
☐ ANY AUTO				OTHER THAN EA ACC \$	
				AUTO ONLY AGG \$	
EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$	
☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$	
☐ DEDUCTIBLE				\$	
☐ RETENTION \$				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS ☐ OTH-ER	
☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E L EACH ACCIDENT \$	
☐ If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$	
				E L DISEASE - POLICY LIMIT \$	
OTHER					
A Protect/Indemnity	CP2213/10	04/20/10	04/20/11	2,000,000	
	CHUBASCO				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Please See Addendum A Attached Certificate Holder: APCD/County, the members of the Board of Supervisors of the County of San Diego and the Air Pollution Control Board of the County of San Diego, individually and collectively, and the officers, agents, employees and volunteers of the County of San Diego and APCD, individually and collectively, as additional insured parties.

CERTIFICATE HOLDER

APCD-02

San Diego Air Pollution
Control District, et al
10124 Old Grove Road
San Diego CA 92131-1649

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Sherry Layson, LLC #2617128

ACORD 25 (2009/01)

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ADDENDUM "A"

INSURED: Ernest & Lisa Prieto dba: Chubasco Sportfishing
VESSEL: CHUBASCO

CERTIFICATE OF INSURANCE
DATED: April 16, 2010

PRIMARY POLICY NO.: CP2213/10
PRIMARY POLICY TERM: EFFECTIVE DATE: 04/20/10 EXPIRATION DATE: 04/20/11

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

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CERTIFICATE OF LIABILITY INSURANCE

OP 10 PP
CHUBAS2

DATE (MM/DD/YYYY)
04/16/10

PRODUCER Douglas Lambert Ins. Services 1825 State Street, 3rd Floor Santa Barbara CA 93101 Phone: 805-563-6388 Fax: 805-569-3051		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ernest & Lisa Prieto dba: Chubasco Sportfishing 2282 Caminito Pasarito, #156 San Diego CA 92107		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Sunderland Marine Mutual	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

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INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER A Protect/Indemnity	CP2213/10 CHUBASCO	04/20/10	04/20/11	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Please See Addendum A Attached

CERTIFICATE HOLDER

SANDERS

City of San Diego
 1617 Quivira Road
 San Diego CA 92109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Sherry [Signature] #2614

ADDENDUM "A"

INSURED: Ernest & Lisa Prieto dba: Chubasco Sportfishing
VESSEL: CHUBASCO

CERTIFICATE OF INSURANCE
DATED: April 16, 2010

PRIMARY POLICY NO.: CP2213/10
PRIMARY POLICY TERM: EFFECTIVE DATE: 04/20/10 EXPIRATION DATE: 04/20/11

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

IT IS FURTHER AGREED THAT SHOULD NO COVERAGE APPLY HEREIN FOR THE NAMED INSURED, NEITHER COVERAGE NOR DEFENSE SHALL BE AFFORDED TO THE ABOVE-IDENTIFIED ADDITIONAL INSURED.

MOREOVER, IT IS AGREED THAT NO COVERAGE SHALL BE AFFORDED TO THE ABOVE IDENTIFIED ADDITIONAL INSURED FOR ANY BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE TO ANY EMPLOYEE OF THE NAMED ADDITIONAL INSURED OR TO ANY OBLIGATION OF THE ADDITIONAL INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGES ARISING OUT OF SUCH INJURY.

RX Date/Time
04/21/2010 14:18 FAX

2010/04/21 13:20

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009



CERTIFICATE OF LIABILITY INSURANCE

CP ID PP
CHUBAS2

DATE (MM/DD/YYYY)
04/16/10

PRODUCER Douglas Lambert Ins. Services 1825 State Street, 3rd Floor Santa Barbara CA 93101 Phone: 805-563-6388 Fax: 805-569-3051		INSURERS AFFORDING COVERAGE		NAIC #
INSURED Ernest & Lisa Prieto dba: Chubasco Sportfishing 2282 Caminito Passarito, #156 San Diego CA 92107		INSURER A <u>Sunderland Marine Mutual</u>		
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATO-TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER A Protect/Indemnity	CF2213/10 CHUBASCO	04/20/10	04/20/11	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Please See Addendum A Attached

CERTIFICATE HOLDER

SPORTSM

Sportsmans Sea Food
1619 Quiviar Road
San Diego CA 92109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Sherry Layton, Inc. #2614729

ACORD 26 (2009/01)

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Services

Currently the only service that Chubasco Sportfishing plans to offer is sportfishing vessel for hire. We will be offering both ½ day and ¾ day open party fishing trips ranging from the coast of San Diego to the Coronado Islands of Mexico. We will also be offering private charters for groups who wish to reserve the entire boat.

Customers

Our fishing customers travel to San Diego from all over the world. Since we do not offer overnight fishing trips which include berthing, many of our visiting fisherman stay overnight in lodging in close proximity to our vessel, adding to our local economy. We will focus most of our marketing efforts here in San Diego, in Arizona, and the entire Southern California region.

Forecasting

Our fishing operations will spike during the summer months and on weekends throughout the entire year. With many recent seasonal closures in fishing regulations, there is a dramatic reduction in fishing interest during the first two months of the year. We plan on promoting our weekend operations throughout the entire calendar year. We are on schedule to gross 60,000 this year.

$\$60,000.00 \times 20\% = \$12,000.00$

$\$12,000.00 / 12 \text{ mo.} = \1000.00 (680.00 to the city, 320.00 to sportsmens for utilities)

\$1,000.00 monthly minimum or set percentage whichever is greater.

Management Team

Ernest A. Prieto III

Ernest is the owner and operator of the F/V "Chubasco II" and has been the operator since 2001. He has been the owner of the vessel and operation since April 2006. He and his wife relocated to San Diego in January 2002 to manage and operate the "Chubasco II" at Islandia Sportfishing. Prior to relocating Ernie worked for Chubasco Sportfishing in both San Pedro and Long Beach locations. He has been involved in the fishing industry since 1995. He has held a 100 ton Master's license from the USCG since 2001.

Business Proposal from Chubasco Sportfishing to The City of San Diego

Proposal

In partnership with the City of San Diego, Chubasco Sportfishing proposes to operate and maintain a fishing vessel for hire operation within the premises of Sportsmen's Seafood dock space.

Chubasco Sportfishing proposes a sublease with Sportsmen's Seafood for the space necessary to operate a fishing vessel for hire operation. Chubasco Sportfishing will be responsible for the F/V "Chubasco II" a USCG Inspected vessel for hire.

Description of the Company

Chubasco Sportfishing, operates the "Chubasco II" a charter fishing vessel for hire, which has recently (April '09) been remodeled and repowered, and now currently meets or exceeds the State of California requirements for pollution control. She is a 58' custom built sportfisher built in southern California for fishing in our waters. The vessel has operated out of Mission Bay since February of 2002, initially with the Islandia Sportfishers. The vessel is popular both among visiting tourists and locals alike. It is well known for both its knowledgeable and friendly crew, and its fish catching ability.

Since our displacement from the Hyatt property in November was sudden and unexpected, we found ourselves facing an uncertain business future.

Chubasco Sportfishing wishes to remain in Quivira Basin and maintain the same professional operation that it has become popular for over the last seven seasons in Mission Bay.

Mission Statement

The mission of Chubasco Sportfishing is to become the premier sportfishing charter operation in Southern California. We plan on maintaining the same pursuit of "a fine fishing experience" through great customer service from a knowledgeable crew. Our goal is to return to the same profitable level that we experienced at the Hyatt Property. In this difficult economy we realize that we will be facing our toughest challenge to date.

Experience Statement

Chubasco Sportfishing plans to operate as a sportfishing charter vessel for hire. We plan on offering fishing excursions to the coastal kelp beds of La Jolla and Pt. Loma, and trips to the Coronado Islands in Mexico. We have been in operation in San Diego since February of 2002. We were previously a part of the Islandia Sportfishing operation that was a sublease of JG management and then Mission Bay Sportfishing which was operated by Kencal. We were exclusively the ¾ day fishing trip boat at that landing. Ernest Prieto has been involved with the Chubasco Sportfishing operation in San Diego since its inception. He relocated himself and his family from Los Angeles in January of 2002 to operate the business. He became owner of the vessel and operation in April of 2006. Prior to relocating to San Diego, Ernest was employed by Chubasco Sportfishing since 1997, and also worked in the fishing tackle sales industry. He has been involved in the fishing industry since 1995. Chubasco Sportfishing was not actively seeking out a lease or sublease with the city of San Diego prior to November of 2008. The sudden and unexpected displacement by Kencal and its sublessee Hyatt hotel, forced us to seek out a new location. We have been negatively affected financially by our displacement and our struggling in this current economy. We have worked toward more modern marketing ideas to help our business survive and grow.

Estimate of gross receipts

Chubasco Sportfishing is a single vessel operation. We are working towards growth in our new location at Sportsmen's Seafood. The sudden displacement of our business by the Hyatt Corp. and Kencal has forced us to reevaluate our earning potential. With the expenses incurred in relocating the business, the new marketing costs, and the repowering of the vessel, and the time lost in the process, we are expecting a significantly smaller gross than in the previous years. We will no longer have other fishing vessels with which to share advertisement and marketing expenses with. We would appreciate the City's help and understanding in this matter. We are on course to gross 60,000.00 for this year, 2009.

Business Plan

The figures for the City of San Diego percentage minimums based on our Gross Recelpts

2009 \$ 60,000.00 X 20%= \$12,000.00

\$12,000.00 / 12 mo. = \$1000.00 (680.00 to the city, 320.00 to sportsmens for utilities)

\$1,000.00 monthly minimum or set percentage whichever is greater.

RX Date/Time
12/10/2009 12:26 FAX

2009/12/10 12:26

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ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID PP CHUBAS2	DATE (MM/DD/YYYY) 04/20/09
PRODUCER Douglas Lambert Ins. Services 1825 State Street, 3rd Floor Santa Barbara CA 93101 Phone: 805-563-6398 Fax: 805-569-3051		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ernest & Lisa Prieto dba: Chubasco Sportfishing 2282 Caminito Pasarito, #156 San Diego CA 92107		INSURERS AFFORDING COVERAGE INSURER A: Sunderland Marine Mutual INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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RISK ADJUST LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
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A	Protect/Indemnity	CF2213/09 CHUBASCO	04/20/09	04/20/10	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Please See Addendum A Attached

CERTIFICATE HOLDER

SANDIEB

City of San Diego
1617 Quivira Road
San Diego CA 92109

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Sherry [Signature] #2614729

ADDENDUM "A"

INSURED: Ernest & Lisa Prieto dba: Chubasco Sportfishing

VESSEL: CHUBASCO II

CERTIFICATE OF INSURANCE
DATED: April 20, 2009

PRIMARY POLICY NO.: CP2213/09
PRIMARY POLICY TERM: EFFECTIVE DATE: 04/20/09 EXPIRATION DATE: 04/20/10

ADDITIONAL INSURED ENDORSEMENT

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