

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to Sportsmen's Seafood Company, Inc., a California corporation (Lessee) to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City leases certain City-owned improved real property located at 1617 Quivira Road, San Diego, CA 92109 ("Premises") to Sportsmen's Seafood, Inc., a California corporation, pursuant to that certain City of San Diego Percentage Lease Agreement (hereafter referred to as the "Master Lease"), entered on November 27, 2013.
- B. Lessee now desires to sublease a portion of the Premises to Cruise San Diego, LLC (hereafter referred to as the "Sublessee") to operate a whale watching and dolphin cruises, private charters, nature, sunset cruises, bay cruises, and ocean cruises business consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee.
- C. The Master Agreement requires that Lessee obtain City's consent to sublease the Premises or any portion thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and with the incorporation of the above-listed Recitals into this Consent, the City hereby grants its consent subject to the following:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee's request to sublease a portion of its right, title and interest in and to the Premises to Sublessee for the operation of a whale watching and dolphin cruises, private charters, nature, sunset cruises, bay cruises, and ocean cruises business consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee. By giving this Consent, City is merely consenting to the sublease request, and is not consenting to, approving, accepting or agreeing to be bound by any term or condition of any agreement between Lessee/Sublessor and Sublessee.
- 2. All terms and conditions of the Master Agreement shall control and supersede any inconsistent or contrary provisions in any agreement executed between Lessee and the Sublessee. City shall not be bound by any term or condition of any agreement between Lessee and Sublessee which in any way conflicts with the City's rights or would otherwise result in increasing the City's obligations or decreasing the Lessee obligations under the Master Agreement.
- 3. City's Consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations subleased, and that it will keep and perform all covenants, conditions and provisions of the Master Agreement applicable to the rights acquired as a "Lessee" under the Master Agreement.
- 4. City does not release, discharge or modify Lessee's obligations to City under the Master Agreement. As set forth in applicable law, Lessee's obligations under the Master Agreement

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 3/5/19

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

Planning Department - Environmental Clearance:

This activity (i.e. Consent to Sublease) is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 2/28/19

BY: [Signature]
Name: Alyssa M. Muto
Title: Deputy Director, Environmental and Policy Analysis,
Planning Department

Approved as to form this 7th
day of March, 2019

MARA W. ELLIOT, City Attorney

BY: [Signature]
Name: Mara W. Elliot
Title: Deputy City Attorney

SPORTSMEN'S SEAFOOD, INC. - CONSENT TO SUBLEASE - CRUISE SAN DIEGO, LLC

SUBLEASE AGREEMENT

This Sublease Agreement ("Agreement") is made this 1st day of April, 2018 ("Effective Date"), by and between Sportsmen's Sea Food Company, Inc., a California corporation ("Sportsmen's"), and Cruise San Diego LLC ("Cruise SD").

RECITALS

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

B. WHEREAS, Sportsmen's desires to grant to Cruise SD authority to utilize a portion of the Premises to operate a harbor viewing, dolphin and whale watching, and sunset cruise business consisting of one (1) boat. The portion of the Premises to be utilized is a dock slip designated by Sportsmen's as more particularly described and depicted on Exhibit "B" ("Subleased Premises");

C. WHEREAS, Cruise SD is a locally owned and operated company which provides passengers with various length bay cruises that highlight the beauty, wildlife, and history of Mission Bay, including but not limited to whale watching and dolphin cruises, private charters, nature tours, sunset cruises, bay cruises, and ocean cruises. Cruise SD's operation will be referred to herein as the "Business"; and

D. WHEREAS, Cruise SD desires to operate the Business from the Subleased Premises.

TERMS

Now, therefore, in consideration of the covenants and agreements in this Agreement and other good and valuable consideration, and subject to the consent by the City of San Diego ("City"), Sportsmen's hereby grants and Cruise SD hereby accepts the grant of a right to lease the Subleased Premises for the purpose of operating 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.

1.1.1 Subject to the consent of the City, Sportsmen's grants Cruise SD the right to lease the Subleased Premises to operate the Business from.

1.1.2 Cruise SD agrees to operate the Business and otherwise use the Subleased Premises in accordance with policies, standards, and procedures established from time to time by Sportsmen's or City. Cruise SD further agrees to maintain all necessary licenses, certificates, authorizations, and/or approvals which are necessary to conduct the Business in full accordance

with any and all applicable U.S. Coast Guard rules, and any rules, regulations, or statutes imposed by the U.S. Coast Guard, City, County of San Diego, State of California, United States.

1.1.3 This Agreement is a sublease of a portion of the Premises covered by the lease agreement between Sportsmen's and the City ("Master Lease"). This Agreement is subject to the covenants and conditions of the Master Lease, which Cruise SD shall abide by to the extent applicable, notwithstanding any contrary or conflicting provision in this Agreement.

1.1.4 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. CRUISE SD'S OBLIGATIONS

2.1 Equipment.

2.1.1 Cruise SD will provide, at its own cost, all equipment needed to operate the Business.

2.1.2 Cruise SD shall be responsible for the normal safekeeping of all equipment and supplies used in or related to the Business. The harbor cruise boat and all related equipment of Cruise SD 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.

2.1.3 Cruise SD shall keep any and all boat registrations current and in accordance with all laws.

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

2.1.5 All vessels used in the Business shall meet applicable Coast Guard standards for passenger operations.

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

2.1.7 Cruise SD 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's. Cruise SD shall bear the cost and expense of maintaining and repairing the Subleased Premises.

2.2 Operation of Business.

2.2.1 Cruise SD shall have use of the Subleased Premises for operation of the Business. The Premises and the Subleased Premises may be modified or changed by Sportsmen's at any time at the sole discretion of Sportsmen's.

2.2.2 Cruise SD shall in no way alter the Subleased Premises without express written permission of Sportsmen's.

2.2.3 Upon termination of this Agreement, Cruise SD shall return the Subleased Premises in good and clean condition, normal wear and tear excepted.

2.2.4 Cruise SD shall promote guest safety.

2.2.5 Cruise SD shall not operate any cruises or dolphin and whale watching trips in adverse weather conditions.

2.2.6 Cruise SD will immediately report to Sportsmen's, its Manager, or in his or her absence, the Assistant Manager, any injury or accidents to guests, property, or known or discovered defects in the Subleased Premises.

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

2.2.8 Cruise SD agrees to provide notice to all customers and patrons that it is operating as an independent contractor.

2.3 Personnel.

2.3.1 Cruise SD will recruit, employ, train, direct, and supervise, employees who will keep the harbor cruise vessel, related equipment and supplies, and all Cruise SD's equipment properly cared for and maintained, and who will be qualified to assist guests in the proper use of equipment.

2.3.2 All employees, contractors, guests, invitees, or agents of Cruise SD entering the Premises or the Subleased Premises will abide by Sportsmen's rules and shall conduct themselves in a manner consistent with standards, quality, and image of the Premises.

2.3.3 Cruise SD's personnel shall satisfy all Coast Guard standards for applicable passenger operations and be trained in safety procedures to meet Association of Commercial Operators standards.

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

2.5 Liens. Cruise SD shall be responsible for and promptly discharge any liens which arise from, occur in connection with, or result of or from Cruise SD's Business.

2.6 Equal Opportunity. Cruise SD shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Acts; and any other applicable federal or state laws and regulations. Cruise SD shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, place of birth, or any other protected class. Upon Sportsmen's request, Cruise SD shall submit a current Workforce Report, and if required, the Equal Opportunity Plan which sets forth the actions Cruise SD will take to achieve the City's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities, among others. Cruise SD acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of the Agreement.

2.7 Disabled Access Compliance. Cruise SD shall, as applicable to the Subleased Premises and Cruise SD's possession, use, and occupancy thereof, comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Cruise SD's compliance shall include but not necessarily be limited to the following:

2.7.1 Cruise SD shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

2.7.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, service, programs, or activities of Cruise SD.

2.7.3 Cruise SD, if applicable, shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

2.7.4 Where required by law, any improvements made to the Subleased Premises by Cruise SD shall comply with municipal disabled access requirements by bringing up to code and making accessible any areas of the Subleased Premises which deny or render more difficult access to disabled persons. All improvements and alterations shall be at the sole cost of Cruise SD.

Cruise SD understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Agreement.

2.8 Drug-free Workplace. Cruise SD shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

2.8.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Subleased Premises and specifying the actions that will be taken against employees for violations of the prohibition.

2.8.2 Establish a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. Cruise SD's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations.

2.9 Equal Pay Ordinance. Unless an exception applies, Cruise SD shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Agreement, Cruise SD certifies it will comply with the requirements of

the Equal Pay Ordinance so long as this Agreement is in effect.

3. SPORTSMEN'S OBLIGATIONS

3.1 Business Rights and Use of Premises

3.1.1 In connection with Sportsmen's grant to Cruise SD of the right to lease the Subleased Premises to operate the Business on, Sportsmen's also grants to Cruise SD 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 which 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's. 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 Cruise SD, Cruise SD shall immediately remove any such signage at its own cost and expense.

3.1.2 Cruise SD 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's.

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

3.3 Utilities. Sportsmen's shall provide reasonable access to the utilities necessary to the operation of the Business. Sportsmen's 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's 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, Cruise SD shall have obtained, as evidenced by a current certificate of insurance, a **Commercial Liability** insurance policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Cruise SD's ownership, maintenance, operation, and/or use of its boat and the Subleased Premises in the conduct and/or operation of the Business, with limits of at least 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 Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sportsmen's and City. The policy shall be kept in force throughout the term of this Agreement and any extended term. The certificate of insurance shall be filed with Sportsmen's and the City's Real Estate Assets Department upon execution of this Agreement. All insurance required by the terms of this Agreement must be provided by insurers licensed to do

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

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

4.3 Hold Harmless. Cruise SD shall protect, defend, indemnify, and hold Sportsmen's 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 Cruise SD to lease the Subleased Premises or the operation of the Business on the Subleased Premises, the use and operation of the Subleased Premises, or the operation of the Business, and all costs and expenses of investigating and defending against same, including without limitation attorney fees and costs and including any claims related to the ADA or other similar accessibility statutes; provided, however, that Cruise SD'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's 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, Cruise SD shall pay Sportsmen's 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) \$925. Cruise SD shall pay such rent to Sportsmen's, monthly in arrears, and prior to the tenth (10th) day of the calendar month following that month in which the revenue subject to rent was earned, accompanied by the report described in Paragraph 5.4 herein. If rent paid to the City by Sportsmen's should increase due to moneys generated by Cruise SD while operating the Business on the Subleased Premises, then an amount equal to such increase shall be paid to Sportsmen's by Cruise SD 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 Cruise SD or by its agent(s), and all gross income received by Cruise SD 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 Cruise SD 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 Cruise SD. The percentage rent shall be calculated and paid by Cruise SD to Sportsmen's (or through Sportsmen's in the case of rent due City) on the basis of the Gross Income whether the income is received by Cruise SD 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 Cruise SD for the purpose of calculating the percentage rent required to be paid by Cruise SD to Sportsmen's 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 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's 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 Cruise SD as directed by Sportsmen's and/or City. Rents shall be paid to Sportsmen's on or before the tenth (10th) day of the month following the month in which the income was earned.

5.4 Gross Income Sales Report. On or before the tenth (10th) of the calendar month following the calendar month in which the Gross Income subject to the rents was earned, Cruise SD shall provide Sportsmen's with a gross income sales statement together with a payment of rent on all gross income in the form attached to this Agreement as Exhibit A. The statement shall be signed by Cruise SD or its authorized agent, attesting to the accuracy thereof, which shall be legally binding on Cruise SD. Each statement shall include:

- 5.4.1 Total gross receipts for the subject month;
 - 5.4.2 The percentage of rent due to Sportsmen's, computed and totaled;
 - 5.4.3 The accumulated total of all rents previously paid for the current sublease year;
- and
- 5.4.4 Payment of the rent as defined by Paragraph 5.1 herein.

6. TERM AND TERMINATION

6.1 Term. This Agreement is effective upon the Effective Date, which must be after consent to this Agreement by the City, and shall be a month-to-month tenancy beginning on the first of the month following the Effective Date.

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

- 6.2.1 By Cruise SD, upon thirty (30) days written notice.
- 6.2.2 By Sportsmen's at any time if Cruise SD violates any terms or conditions of this Agreement or its incorporated obligations. Sportsmen's also retains the right to terminate this Agreement without cause, at any time, upon thirty (30) days written notice to Cruise SD. In such case, any prepaid fees shall be prorated and any surplus returned to Cruise SD.
- 6.2.3 Immediately and automatically upon termination of the Master Lease.

6.3 Redevelopment of Dock. Cruise SD acknowledges that at some point the docks where the Leased Premises is located will be redeveloped. Cruise SD further acknowledges that during this redevelopment period, Cruise SD may not be able or permitted to use the Leased Premises. Rent shall be prorated during the time in which Cruise SD is unable or not permitted to use the Leased Premises.

7. MISCELLANEOUS

7.1 Cruise SD an Independent Contractor. Cruise SD shall act as an independent contractor in all respects and shall not be subject to the control of Sportsmen's, and under no circumstances shall Cruise SD be considered an agent, servant, or employee of Sportsmen's 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's Sea Food Company, Inc.
1617 Quivira Road
San Diego, CA 92109

Cruise San Diego LLC
5427 Thunderbird Lane
La Jolla, CA 92037

Either party may change its address by giving notice thereof to the other party 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 Cruise SD'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. Cruise SD 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 set forth in this Agreement or arising therefrom, 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's and Cruise SD, the prevailing party shall be entitled to recover reasonable attorney's fees.

7.10 Compliance with Law. Cruise SD shall at all times in the operation of the Business comply with all applicable laws, statutes, ordinances, and regulations of City at Cruise SD's sole cost and expense. In addition, Cruise SD 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 Cruise SD 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 from time to time by Sportsmen's at its sole discretion. Sportsmen's shall not be liable for any loss or damage resulting in temporary displacement or otherwise as a result of Cruise SD's loss of quiet enjoyment.

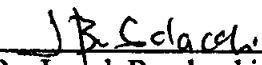
IN WITNESS WHEREOF, the undersigned, having read and understood the contents of the Agreement, do agree to be bound according to its terms and conditions.

Cruise San Diego LLC,

Sportsmen's Sea Food Company, Inc.



Ulka Pandya
Title: Manager



By: Joseph Busalacchi
Title: President

From Daniel Quinn in Risk Management
3/8/19

Why the City of SD needs to be added as an additional insured:

The Additional Insured Endorsement extends liability coverage to a third party, in this case the City, to address additional liability exposures that could be created by the tenant.

Why we need a waiver of subrogation on WC policy:

We can't be added as an additional insured as it would cover all the City employees. By adding the waiver of subrogation, it prevents us from being sued by an employee of the Permittee or Lessee.



Date of Notice: February 12, 2019

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Sublease to Cruise San Diego, LLC

COMMUNITY PLAN AREA: Mission Bay Park

COUNCIL DISTRICT: 2

LOCATION: 1617 Quivira Road, San Diego, CA 92109

PROJECT DESCRIPTION: Cruise San Diego, LLC will operate a harbor viewing, dolphin and whale watching, and sunset cruise business consisting of one (1) boat and shall occupy one (1) dock slip within Mission Bay.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

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

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Pierre Saladin, Supervising Property Agent

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

PHONE NUMBER: (619) 236-6123

On February 12, 2019, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination to the City Council must be filed in the Office of the City Clerk within 10 business days from the date of the posting of this Notice (**February 27, 2019**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD

POSTED: February 12, 2019

REMOVED: February 28, 2019

POSTED: M. Hermann

Saladin, Pierre

From: Romero, Richard
Sent: Monday, February 11, 2019 4:11 PM
To: Saladin, Pierre; Stell, Ric
Cc: Sandmeyer, John
Subject: RE: Review and Approval of Sublessee Operating Plan

Thank you for the plan. I see no issues with it, approved.

Rick Romero

Marine Safety Lieutenant
City of San Diego
Fire-Rescue Department

Office (619) 221-8833
Cell (619) 727-9476
rromero@sandiego.gov



~ A world-class city for all ~

From: Saladin, Pierre
Sent: Monday, February 11, 2019 4:00 PM
To: Romero, Richard <RQRomero@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Here you go. It was included in the original email to John.

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Romero, Richard
Sent: Monday, February 11, 2019 3:56 PM
To: Saladin, Pierre <PSaladin@san-diego.gov>; Stell, Ric <RStell@san-diego.gov>
Cc: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,

I just have a copy of the Cruise San Diego operating plan. I have checked my emails and do not have anything from the Pacific Bounty. So approval is for Cruise at this time. Can you send the Pacific Bounty plan?

Rick

From: Saladin, Pierre
Sent: Monday, February 11, 2019 3:41 PM
To: Romero, Richard <RQRomero@san-diego.gov>; Stell, Ric <RStell@san-diego.gov>
Cc: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello Rick,
Just to clarify....both Operating plans for Cruise San Diego, LLC and Pacific Bounty are cleared to proceed?
Thanks,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
san-diego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Romero, Richard
Sent: Monday, February 11, 2019 3:04 PM
To: Saladin, Pierre <PSaladin@san-diego.gov>; Stell, Ric <RStell@san-diego.gov>
Cc: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,

Sorry for the delay, I have no issues with the operating plan. You are clear to proceed.

Thank you

Rick Romero

Marine Safety Lieutenant
City of San Diego
Fire-Rescue Department

Office (619) 221-8833
Cell (619) 727-9476
rromero@sandiego.gov



~ A world-class city for all ~

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the address(es) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Monday, February 11, 2019 11:47 AM
To: Stell, Ric <RStell@sandiego.gov>; Romero, Richard <RQRomero@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello All,

I'm just checking-in to see if you were able to review the operating plans I provided to you on January 30th? I did receive comments back on Cruise San Diego plan and provided the revisions back to you all on February 5, but I have yet to receive comments back on Pacific Bounty.

Thanks,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Tuesday, February 05, 2019 9:53 AM
To: Stell, Ric <RStell@sandiego.gov>; Romero, Richard <RQRomero@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello Ric & Richard,
Attached is the revised Operating Plan for Cruise SD, per the below email from Lieutenant Sandmeyer. Please let me know if there are any further comments or if it is now approved. Also, I will await your comments on the Pacific Bounty Operating Plan.
Thanks you,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Sandmeyer, John
Sent: Thursday, January 31, 2019 4:29 PM
To: Saladin, Pierre <PSaladin@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>; Romero, Richard <RQRomero@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,
I've moved into the Marine Safety Captain position and have assigned these Plan approvals to Special Operations Sergeant, Ric Stell. He will report any comments or questions to you and the new Boating Safety Unit Lieutenant, Rick Romero. I will meet with both of them to demonstrate the important elements in these Plan approvals. I made edits to Section B-6 of the Cruise SD Plan attached and will go over the Pacific Bounty Plan with Ric. We will review it and recommend any changes to you by early next week.

John Sandmeyer
Marine Safety Captain
City of San Diego
Fire-Rescue Department
T (619) 221-8833
C (619) 980-0895



~ A world-class city for all ~

From: Saladin, Pierre
Sent: Wednesday, January 30, 2019 11:40 AM
To: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: Review and Approval of Sublessee Operating Plan

Hello Lieutenant Sandmeyer,

I know you used to review and provide approval of operating plans for Mission Bay operations, but I'm not sure if you are still the contact. Anyway, I received 2 sublease request for Sportsmen's Seafood , for Cruise SD and Pacific County. Attached are the operating plans that accompanied their sublease agreements. Before I can consent to these subleases I would need an approval from Lifeguards as to the plans of their operations. Can you please review the attached plans and provide your comments on them?

Thank you,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

Saladin, Pierre

From: Van Deerlin, Jeff
Sent: Tuesday, November 20, 2018 12:25 PM
To: McKenzie, Stacy
Cc: Saladin, Pierre
Subject: RE: Sportsmen's Seafood Sublease Request

I'm good with it.

From: McKenzie, Stacy
Sent: Tuesday, November 20, 2018 11:39 AM
To: Van Deerlin, Jeff <JVanDeerlin@sandiego.gov>
Subject: FW: Sportsmen's Seafood Sublease Request

Any feedback? See below.

From: Saladin, Pierre
Sent: Tuesday, November 20, 2018 10:21 AM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: RE: Sportsmen's Seafood Sublease Request

Hi Stacy,
Any feedback from Jeff on the proposed subleases with Sportsmen's Sea Food?
Happy Thanksgiving!
Pierre

From: Saladin, Pierre
Sent: Wednesday, November 14, 2018 10:20 AM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: RE: Sportsmen's Seafood Sublease Request

Hi Stacy,
I sent you the below email last Monday.....Please provide your thoughts.
Thanks you,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Monday, November 05, 2018 12:59 PM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: Sportsmen's Seafood Sublease Request

Hello Stacy,

I've received the following 2 sublease (attached) request from Sportsmen's Seafood. I am in the process of finalizing the 25-year lease with Sportsmen's, but probably won't make it to the SG&LU Committee or Council until January 2019. Therefore the 2 attached subleases are month to month agreements, until the new 25 year lease agreement is approved, at which time new sublease agreements will be drafted. Each attachment consists of the Sublease Agreement, Lessee Questionnaire, and the Operating Plan.

- SD Cruise will operate a harbor viewing, dolphin and whale watching, and sunset cruise business consisting of 1 boat.
- Pacific Bounty will operate a sportfishing charter business consisting of 1 boat.

In order for me to proceed with drafting a Consent to Sublease for each of them I will need P&R's approval.

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

Saladin, Pierre

From: McKenzie, Stacy
Sent: Wednesday, November 14, 2018 10:24 AM
To: Saladin, Pierre
Subject: RE: Sportsmen's Seafood Sublease Request

I am ok with the two, I sent to Jeff Van Deerlin for his thoughts. I haven't heard back. Let me check in with him again.

Do you oversee the RV park at DE Anza?

Stacy L McKenzie
District Manager
City of San Diego
Park and Recreation Department
619-235-1154
slmckenzie@sandiego.gov



CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Wednesday, November 14, 2018 10:20 AM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: RE: Sportsmen's Seafood Sublease Request

Hi Stacy,
I sent you the below email last Monday.....Please provide your thoughts.
Thanks you,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Monday, November 05, 2018 12:59 PM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: Sportsmen's Seafood Sublease Request

Hello Stacy,

I've received the following 2 sublease (attached) request from Sportsmen's Seafood. I am in the process of finalizing the 25-year lease with Sportsmen's, but probably won't make it to the SG&LU Committee or Council until January 2019. Therefore the 2 attached subleases are month to month agreements, until the new 25 year lease agreement is approved, at which time new sublease agreements will be drafted. Each attachment consists of the Sublease Agreement, Lessee Questionnaire, and the Operating Plan.

- SD Cruise will operate a harbor viewing, dolphin and whale watching, and sunset cruise business consisting of 1 boat.
- Pacific Bounty will operate a sportfishing charter business consisting of 1 boat.

In order for me to proceed with drafting a Consent to Sublease for each of them I will need P&R's approval.

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

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):

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

Cruise San Diego, LLC

Date this Questionnaire completed: Sept 4, 2018 - modified 1/28/19

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

Signature: Ulka Pandya

Title: President

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:

Cruise San Diego, LLC

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

5427 Thunderbird Lane

La Jolla, CA 92037

Telephone No.: 858-531-0577 / 619-288-8554 Fax. No.: _____

E-mail Address: wika@cruise-sd.com

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

Telephone No.: _____

Fax. No.: _____

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

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

Limited Liability Company (X); Other _____

Explain if necessary:

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

PARTNERSHIP STATEMENT

N/A

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

- N/A -

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: January 1, 2019
2. Where Organized: California
3. Is the Company authorized to do business in California?
 - a. Yes (X) No ()
 - b. If so, as of what date? January 1, 2019
4. Has the Company conducted business in San Diego County?
 - a. Yes (X) No ()
 - b. If so, when? Since July 1, 2016
 - c. If so, where? 1441 Quivira Rd, San Diego CA 92109
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 %
Managing Member	Ullka Pandya	5427 Thunderbird Lane La Jolla, CA 92037	100

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

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

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

OTHER INFORMATION

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

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

REFERENCES FOR PROPOSED (SUB)LESSEE

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

REFERENCE NO. 1

Name: Kelly O'hara
Firm: KO Solutions
Title: Controller
Address: 3290 Sixth Ave, San Diego, CA 92103
Telephone: 619-995-6878

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

Bookkeeper

REFERENCE NO. 2

Name: Joseph Davis
Firm: Hyatt Regency Mission Bay
Title: Dockmaster
Address: 1441 Quivira Rd, San Diego, CA 92109
Telephone: 858-663-0738

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

Rent dock space from him.

REFERENCE NO. 3

Name: Admin Villalobos

Firm: AV Marine

Title: Engineer

Address: 686 4th Ave, Chula Vista, CA. 91910

Telephone: 213-216-5169

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

Conducts all maintenance and repairs for vessels.

REFERENCE NO. 4

Name: Marta

Firm: Bank of America

Title: Business Development

Address: 1275 Rosecrans St., San Diego, CA 92106

Telephone: 619-221-6613

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

Banking / financial institution.

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 ULKA BIPIN PANDYA
Date of Birth 7/29/1976
Place of Birth Lafayette, LA.
Social Security Number 439-27-6248
Driver's License Number/State E 2245837 - CA
Home Address 5427 Thunderbird Lane
La Jolla, CA 92037
Previous Address 5210 FIDRE TERRACE L-303
San Diego, CA. 92122
Home Telephone No. 858-531-0577
Employer Gateway Health Partners / Maxor Plus
Occupation Senior Vice President, Clinical Services / Pharmacist
Business Address 3615 S. Town Center Drive, Suite 110, Las Vegas, NV
Business Telephone No. 855-850-9111 89135
Business Fax No. _____

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

Date 1/28/19 Signed Ulka Pandya

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

Cruise San Diego, LLC

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.

- Provide bay cruises, sunset cruises, dolphin/whale watching
Cruises and private charters.

**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.

NA

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)				
	2018	2019	2020	2021	2022
1	\$ 350,000	\$ 385,000	\$ 423,500	\$ 465,850	\$ 512,435
2					
3					
4					
5					

EXPERIENCE STATEMENT

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

Have conducted water tours to the public for over 8 years.

Tours such as whale watching, dolphin watching, sunset cruises, bird watching, etc... I solely manage the business & all of my employees are directly involved with the day to day operations of the boats. I ^{over}see development & management of the business.

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

N/A -

(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).

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to Sportsmen's Seafood Company, Inc., a California corporation (Lessee) to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City leases certain City-owned improved real property located at 1617 Quivira Road, San Diego, CA 92109 ("Premises") to Sportsmen's Seafood, Inc., a California corporation, pursuant to that certain City of San Diego Percentage Lease Agreement (hereafter referred to as the "Master Lease"), entered on November 27, 2013.
- B. Lessee now desires to sublease a portion of the Premises to Cruise San Diego, LLC (hereafter referred to as the "Sublessee") to operate a whale watching and dolphin cruises, private charters, nature, sunset cruises, bay cruises, and ocean cruises business consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee.
- C. The Master Agreement requires that Lessee obtain City's consent to sublease the Premises or any portion thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and with the incorporation of the above-listed Recitals into this Consent, the City hereby grants its consent subject to the following:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee's request to sublease a portion of its right, title and interest in and to the Premises to Sublessee for the operation of a whale watching and dolphin cruises, private charters, nature, sunset cruises, bay cruises, and ocean cruises business consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee. By giving this Consent, City is merely consenting to the sublease request, and is not consenting to, approving, accepting or agreeing to be bound by any term or condition of any agreement between Lessee/Sublessor and Sublessee.
- 2. All terms and conditions of the Master Agreement shall control and supersede any inconsistent or contrary provisions in any agreement executed between Lessee and the Sublessee. City shall not be bound by any term or condition of any agreement between Lessee and Sublessee which in any way conflicts with the City's rights or would otherwise result in increasing the City's obligations or decreasing the Lessee obligations under the Master Agreement.
- 3. City's Consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations subleased, and that it will keep and perform all covenants, conditions and provisions of the Master Agreement applicable to the rights acquired as a "Lessee" under the Master Agreement.
- 4. City does not release, discharge or modify Lessee's obligations to City under the Master Agreement. As set forth in applicable law, Lessee's obligations under the Master Agreement

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 3/5/19

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

Planning Department - Environmental Clearance:

This activity (i.e. Consent to Sublease) is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 2/28/19

BY: [Signature]
Name: Alyssa M. Muto
Title: Deputy Director, Environmental and Policy Analysis,
Planning Department

Approved as to form this 7th
day of March, 2019

MARA W. ELLIOT, City Attorney

BY: [Signature]
Name: Alicia P. Henderson
Title: Deputy City Attorney

SPORTSMEN'S SEAFOOD, INC. - CONSENT TO SUBLEASE - CRUISE SAN DIEGO, LLC

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to Sportsmen's Seafood Company, Inc., a California corporation (Lessee), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City leases certain City-owned improved real property located at 1617 Quivira Road, San Diego, CA 92109, as further set forth in the Master Lease ("Premises") to Lessee pursuant to that certain City of San Diego Percentage Lease Agreement (hereafter referred to as the "Master Lease"), effective on November 27, 2013.
- B. Lessee now desires to sublease a portion of the Premises to Jeff Tiglio, owner and operator of Pacific Bounty Sportfishing (hereafter collectively referred to as the "Sublessee") to operate a sportfishing charter business consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee.
- C. Section 5.2 of the Master Agreement requires that Lessee obtain City's consent to sublease the Premises or any portion thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and with the incorporation of the above-listed Recitals into this Consent, the City hereby grants its consent subject to the following:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee's request to sublease a portion of its right, title and interest in and to the Premises to Sublessee for the operation of a sport fishing charter business, consisting of one (1) boat. Sublessee shall occupy one (1) dock slip designated by Lessee. By giving this Consent, City is merely consenting to the sublease request, and is not consenting to, approving, accepting or agreeing to be bound by any term or condition of any agreement between Lessee and Sublessee.
- 2. All terms and conditions of the Master Agreement shall control and supersede any inconsistent or contrary provisions in any agreement executed between Lessee and the Sublessee. City shall not be bound by any term or condition of any agreement between Lessee and Sublessee which in any way conflicts with the City's rights or would otherwise result in increasing the City's obligations or decreasing the Lessee obligations under the Master Agreement.
- 3. City's consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations subleased, and that it will keep and perform all covenants, conditions and provisions of the Master Agreement applicable to the rights acquired as a "Lessee" under the Master Agreement.
- 4. City does not release, discharge or modify Lessee's obligations to City under the Master Agreement. As set forth in applicable law, Lessee's obligations under the Master Agreement shall survive any agreement between Lessee and Sublessee and shall continue through the termination dates of the Master Agreement, as set forth therein.

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 2/14/19

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

Planning Department - Environmental Clearance:

This activity (i.e. Consent to Sublease) is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 2/12/19

BY: [Signature]
Name: Alyssa M. Muto
Title: Deputy Director, Environmental and Policy Analysis,
Planning Department

Approved as to form this 15th
day of February, 2019

MARA W. ELLIOT, City Attorney

BY: [Signature]
Name: Hilda R. Mendoza
Title: Deputy City Attorney

SPORTSMEN'S SEAFOOD, INC. - CONSENT TO SUBLEASE - PACIFIC BOUNTY

SUBLEASE AGREEMENT

This Sublease Agreement ("Agreement") is made this 15th day of MARCH, 2018⁹ ("Effective Date"), by and between Sportsmen's Sea Food Company, Inc., a California corporation ("Sportsmen's"); and Jeff Tiglio, owner and operator of Pacific Bounty Sportfishing ("Pacific Bounty").

RECITALS

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

B. WHEREAS, Sportsmen's desires to grant to Pacific Bounty authority to utilize a portion of the Premises to operate a sportfishing charter business consisting of one (1) boat. The portion of the Premises to be utilized is a dock slip designated by Sportsmen's as more particularly described and depicted in Exhibit "B" ("Subleased Premises");

C. WHEREAS, Pacific Bounty is a sportfishing charter business which conducts sportfishing excursions within Mission Bay, San Diego and the surrounding offshore Pacific Ocean waters targeting fish species including tuna, yellowtail, dorado/mahi mahi, rockfish, white seabass, and other local species. Pacific Bounty's operation will be referred to herein as the "Business"; and

D. WHEREAS, Pacific Bounty desires to operate the Business from the Subleased Premises.

TERMS

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's hereby grants and Pacific Bounty hereby accepts the grant of a right to lease the Subleased Premises for the purpose of operating 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.

1.1.1 Subject to the consent of the City, Sportsmen's grants Pacific Bounty the right to lease the Subleased Premises to operate the Business from.

1.1.2 Pacific Bounty agrees to operate the Business and otherwise use the Subleased Premises in accordance with policies, standards, and procedures established from time to time by Sportsmen's or City. Pacific Bounty further agrees to maintain all necessary licenses, certificates, authorizations, and/or approvals which are necessary to conduct the Business in full

accordance with any and all applicable U.S. Coast Guard rules, and any rules, regulations, or statutes imposed by the U.S. Coast Guard, City, County of San Diego, State of California, United States.

1.1.3 This Agreement is a sublease of a portion of the Premises covered by the lease agreement between Sportsmen's and the City ("Master Lease"). This Agreement is subject to the covenants and conditions of the Master Lease, which Pacific Bounty shall abide by to the extent applicable, notwithstanding any contrary or conflicting provision in this Agreement.

1.1.4 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. PACIFIC BOUNTY'S OBLIGATIONS

2.1 Equipment.

2.1.1 Pacific Bounty will provide, at its own cost, all equipment needed to operate the Business.

2.1.2 Pacific Bounty 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 Pacific Bounty 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.

2.1.3 Pacific Bounty shall keep any and all boat registrations current and in accordance with all laws.

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

2.1.5 All vessels used in the Business shall meet applicable Coast Guard standards for passenger operations.

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

2.1.7 Pacific Bounty 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's. Pacific Bounty shall bear the cost and expense of maintaining and repairing the Subleased Premises.

2.2 Operation of Business.

2.2.1 Pacific Bounty shall have use of the Subleased Premises for operation of the Business. The Premises and the Subleased Premises may be modified or changed by Sportsmen's at any time at the sole discretion of Sportsmen's.

2.2.2 Pacific Bounty shall in no way alter the Subleased Premises without express written permission of Sportsmen's.

2.2.3 Upon termination of this Agreement, Pacific Bounty shall return the Subleased Premises in good and clean condition, normal wear and tear excepted.

2.2.4 Pacific Bounty shall promote guest safety.

2.2.5 Pacific Bounty shall not operate any fishing trips in adverse weather conditions.

2.2.6 Pacific Bounty will immediately report to Sportsmen's, its Manager, or in his or her absence, the Assistant Manager, any injury or accidents to guests, property, or known or discovered defects in the Subleased Premises.

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

2.2.8 Pacific Bounty agrees to provide notice to all customers and patrons that it is operating as an independent contractor.

2.3 Personnel.

2.3.1 Pacific Bounty will recruit, employ, train, direct, and supervise, employees who will keep the harbor cruise vessel, related equipment and supplies, and all Pacific Bounty's equipment properly cared for and maintained, and who will be qualified to assist guests in the proper use of equipment.

2.3.2 All employees, contractors, guests, invitees, or agents of Pacific Bounty entering the Premises or the Subleased Premises will abide by Sportsmen's rules and shall conduct themselves in a manner consistent with standards, quality, and image of the Premises.

2.3.3 Pacific Bounty'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. Pacific Bounty will obtain at its own cost, all licenses necessary for operation of the Business and will pay all sales, business, personal property, and other applicable taxes incident to the Business.

2.5 Liens. Pacific Bounty shall be responsible for and promptly discharge any liens which arise from, occur in connection with, or result of or from Pacific Bounty's Business.

2.6 Equal Opportunity. Cruise SD shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Acts; and any other applicable federal or state laws and regulations. Cruise SD shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, place of birth, or any other protected class. Upon Sportsmen's request, Cruise SD shall submit a current Workforce Report, and if required, the Equal Opportunity Plan which sets forth the actions Cruise SD will take to achieve the City's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities, among others. Cruise SD acknowledges that failure to comply with the requirements of this section and/or submitting

false information in response to these requirements may result in termination of the Agreement.

2.7 Disabled Access Compliance. Pacific Bounty shall, as applicable to the Subleased Premises and Pacific Bounty's possession, use, and occupancy thereof, comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Pacific Bounty's compliance shall include but not necessarily be limited to the following:

2.7.1 Cruise SD shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

2.7.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, service, programs, or activities of Pacific Bounty.

2.7.3 Pacific Bounty, if applicable, shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

2.7.4 Where required by law, any improvements made to the Subleased Premises by Pacific Bounty shall comply with municipal disabled access requirements by bringing up to code and making accessible any areas of the Subleased Premises which deny or render more difficult access to disabled persons. All improvements and alterations shall be at the sole cost of Pacific Bounty.

Pacific Bounty understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Agreement.

2.8 Drug-free Workplace. Pacific Bounty shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

2.8.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Subleased Premises and specifying the actions that will be taken against employees for violations of the prohibition.

2.8.2 Establish a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. Pacific Bounty's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations.

2.9 Equal Pay Ordinance. Unless an exception applies, Cruise SD shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Agreement, Cruise SD certifies it will comply with the requirements of the Equal Pay Ordinance so long as this Agreement is in effect.

3. SPORTSMEN'S OBLIGATIONS

3.1 Business Rights and Use of Premises

3.1.1 In connection with Sportsmen's grant to Pacific Bounty of the right to lease the Subleased Premises to operate the Business on, Sportsmen's also grants to Pacific Bounty the authority to advertise and promote the Business in a tasteful manner, including the placement on the Subleased Premises of such signs and displays advertising in accordance with the Master Lease and which 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's. 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 Pacific Bounty, Pacific Bounty shall immediately remove any such signage at its own cost and expense.

3.1.2 Pacific Bounty 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's.

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

3.3 Utilities. Sportsmen's shall provide reasonable access to the utilities necessary to the operation of the Business. Sportsmen's 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's 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, Pacific Bounty shall have obtained, as evidenced by a current certificate of insurance, a **Commercial Liability** insurance policy providing coverage for bodily injury, including death, personal injury, and property damage, arising from Pacific Bounty's ownership, maintenance, operation, and/or use of its boat and the Subleased Premises in the conduct and/or operation of the Business, with limits of at least 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 Sea Food Company, Inc." and "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds. The insurance policy shall be endorsed such that the coverage is primary and non-contributory to any coverage carried

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

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

4.3 Hold Harmless. Pacific Bounty shall protect, defend, indemnify, and hold Sportsmen's 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 Pacific Bounty to lease the Subleased Premises or the operation of the Business on the Subleased Premises, the use and operation of the Subleased Premises, or the operation of the Business, and all costs and expenses of investigating and defending against same, including without limitation attorney fees and costs and including any claims related to the ADA or other similar accessibility statutes; provided, however, that Pacific Bounty'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's 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, Pacific Bounty shall pay Sportsmen's 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) \$700. Pacific Bounty shall pay such rent to Sportsmen's, 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, accompanied by the report described in Paragraph 5.4 herein. If rent paid to the City by Sportsmen's should increase due to moneys generated by Pacific Bounty while operating the Business on the Subleased Premises, then an amount equal to such increase shall be paid to Sportsmen's by Pacific Bounty 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 Pacific Bounty or by its agent(s), and all gross income received by Pacific Bounty 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 Pacific Bounty 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 Pacific Bounty. The percentage rent shall be calculated and paid by Pacific Bounty to Sportsmen's (or through Sportsmen's in the case of rent due City) on the basis of the Gross Income whether the income is received by Pacific Bounty 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 Pacific Bounty for the purpose of calculating the percentage rent required to be paid by Pacific Bounty to Sportsmen's 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 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's upon seven (7) 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 Pacific Bounty as directed by Sportsmen's and/or City. Rents shall be paid to Sportsmen's on or before the 5th day of the month following the month in which the income was earned.

5.4 Gross Income Sales Report. On or before the 5th of the calendar month following the calendar month in which the Gross Income subject to the rents was earned, Pacific Bounty shall provide Sportsmen's a gross income sales statement together with a payment of rent on all gross income in the form attached to this Agreement as Exhibit A. The statement shall be signed by Pacific Bounty or its authorized agent, attesting to the accuracy thereof, which shall be legally binding on Pacific Bounty. Each statement shall include:

- 5.4.1 Total gross receipts for the subject month;
 - 5.4.2 The percentage of rent due to Sportsmen's, computed and totaled;
 - 5.4.3 The accumulated total of all rents previously paid for the current sublease year;
- and
- 5.4.4 Payment of the rent as defined by Paragraph 5.1 herein.

6. TERM AND TERMINATION

6.1 Term. This Agreement is effective upon Effective Date, which must be after consent to this Agreement by City, and shall be a month-to-month tenancy beginning on the first of the month following the Effective Date.

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

- 6.2.1 By Pacific Bounty, upon ten (10) days written notice.
- 6.2.2 By Sportsmen's at any time if Pacific Bounty violates any terms or conditions of this Agreement or its incorporated obligations. Sportsmen's also retains the right to terminate this Agreement without cause, at any time, upon ten (10) days written notice to Pacific Bounty. In such case, any prepaid fees shall be prorated and any surplus returned to Pacific Bounty.

6.2.3 Immediately and automatically upon termination of the Master Lease.

6.3 Redevelopment of Dock. Cruise SD acknowledges that at some point the docks where the Leased Premises is located will be redeveloped. Cruise SD further acknowledges that during this redevelopment period, Cruise SD may not be able or permitted to use the Leased Premises. Rent shall be prorated during the time in which Cruise SD is unable or not permitted to use the Leased Premises.

(Continued on next page)

7. MISCELLANEOUS

7.1 Pacific Bounty an Independent Contractor. Pacific Bounty shall act as an independent contractor in all respects and shall not be subject to the control of Sportsmen's, and under no circumstances shall Pacific Bounty be considered an agent, servant, or employee of Sportsmen's 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's Sea Food Company, Inc.
1617 Quivira Road
San Diego, CA 92109

Pacific Bounty Sportfishing
1192 Caren Rd.
Vista, CA 92083

Either party may change its address by giving notice thereof to the other party 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 Pacific Bounty'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. Pacific Bounty 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 arising therefrom, 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's and Pacific Bounty, the prevailing party shall be entitled to recover reasonable attorney's fees.

7.10 Compliance with Law. Pacific Bounty shall at all times in the operation of the Business comply with all applicable laws, statutes, ordinances, and regulations of City at Pacific Bounty's sole cost and expense. In addition, Pacific Bounty 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.

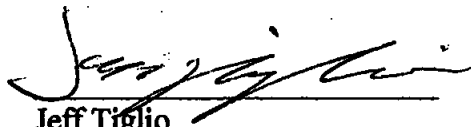
7.12 Quiet Use. Provided Pacific Bounty is current in paying rent and is not otherwise in default, it shall at all times during the term peaceably and quietly have and enjoy the Subleased Premises, as modified from time to time by Sportsmen's at its sole discretion. Sportsmen's shall not be liable for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

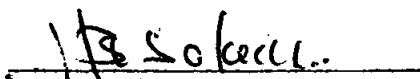
7.13 Utilities. Pacific Bounty shall pay Sportsmen's a monthly fee for utilities and water in the amount of \$110, to be paid on the same date as monthly rent. The monthly fee may be increased by Sportsmen's in its sole discretion in the event (1) the price of utilities or water increase, (2) Pacific Bounty's use of utilities and water increase, or (3) should the monthly fee paid by Pacific Bounty not be sufficient to cover the actual expense to Sportsmen's relating to Pacific Bounty's use of utilities and water.

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

Jeff Tiglio

Sportsmen's Sea Food Company, Inc.


Jeff Tiglio
Title: Owner of Pacific Bounty
Sportfishing


By: Joseph Busalacchi
Title: President



Date of Notice: November 30, 2018

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Sublease to Pacific Bounty

COMMUNITY PLAN AREA: Mission Bay Park

COUNCIL DISTRICT: 2

LOCATION: 1617 Quivira Road, San Diego, CA 92109

PROJECT DESCRIPTION: Consent to Sublease Agreement for Pacific Bounty Sportfishing to operate a sportfishing charter business consisting of one (1) boat and occupying one (1) dock slip within Mission Bay.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

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

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Pierre Saladin, Supervising Property Agent

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

PHONE NUMBER: (619) 236-6123

On November 30, 2018, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination to the City Council must be filed in the Office of the City Clerk within 10 business days from the date of the posting of this Notice (**December 14, 2018**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD

POSTED: November 30, 2018

REMOVED: December 17, 2018

POSTED: E. Pasowal

Saladin, Pierre

From: Van Deerlin, Jeff
Sent: Tuesday, November 20, 2018 12:25 PM
To: McKenzie, Stacy
Cc: Saladin, Pierre
Subject: RE: Sportsmen's Seafood Sublease Request

I'm good with it.

From: McKenzie, Stacy
Sent: Tuesday, November 20, 2018 11:39 AM
To: Van Deerlin, Jeff <JVanDeerlin@sandiego.gov>
Subject: FW: Sportsmen's Seafood Sublease Request

Any feedback? See below.

From: Saladin, Pierre
Sent: Tuesday, November 20, 2018 10:21 AM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: RE: Sportsmen's Seafood Sublease Request

Hi Stacy,
Any feedback from Jeff on the proposed subleases with Sportsmen's Sea Food?
Happy Thanksgiving!
Pierre

From: Saladin, Pierre
Sent: Wednesday, November 14, 2018 10:20 AM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: RE: Sportsmen's Seafood Sublease Request

Hi Stacy,
I sent you the below email last Monday.....Please provide your thoughts.
Thanks you,
Pierre

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Monday, November 05, 2018 12:59 PM
To: McKenzie, Stacy <SLMcKenzie@sandiego.gov>
Subject: Sportsmen's Seafood Sublease Request

Hello Stacy,

I've received the following 2 sublease (attached) request from Sportsmen's Seafood. I am in the process of finalizing the 25-year lease with Sportsmen's, but probably won't make it to the SG&LU Committee or Council until January 2019. Therefore the 2 attached subleases are month to month agreements, until the new 25 year lease agreement is approved, at which time new sublease agreements will be drafted. Each attachment consists of the Sublease Agreement, Lessee Questionnaire, and the Operating Plan.

- SD Cruise will operate a harbor viewing, dolphin and whale watching, and sunset cruise business consisting of 1 boat.
- Pacific Bounty will operate a sportfishing charter business consisting of 1 boat.

In order for me to proceed with drafting a Consent to Sublease for each of them I will need P&R's approval.

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

Saladin, Pierre

From: Romero, Richard
Sent: Monday, February 11, 2019 4:11 PM
To: Saladin, Pierre; Stell, Ric
Cc: Sandmeyer, John
Subject: RE: Review and Approval of Sublessee Operating Plan

Thank you for the plan. I see no issues with it, approved.

Rick Romero

Marine Safety Lieutenant
City of San Diego
Fire-Rescue Department

Office (619) 221-8833
Cell (619) 727-9476
rromero@sandiego.gov



~ A world-class city for all ~

From: Saladin, Pierre
Sent: Monday, February 11, 2019 4:00 PM
To: Romero, Richard <RQRomero@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Here you go. It was included in the original email to John.

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

Saladin, Pierre

From: Saladin, Pierre
Sent: Monday, February 11, 2019 4:00 PM
To: Romero, Richard; Stell, Ric
Cc: Sandmeyer, John
Subject: RE: Review and Approval of Sublessee Operating Plan
Attachments: Pacific Bounty - Operating Plan 2019.pdf

Here you go. It was included in the original email to John.

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Romero, Richard
Sent: Monday, February 11, 2019 3:56 PM
To: Saladin, Pierre <PSaladin@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,

I just have a copy of the Cruise San Diego operating plan. I have checked my emails and do not have anything from the Pacific Bounty. So approval is for Cruise at this time. Can you send the Pacific Bounty plan?

Rick

From: Saladin, Pierre
Sent: Monday, February 11, 2019 3:41 PM
To: Romero, Richard <RQRomero@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello Rick,

Just to clarify....both Operating plans for Cruise San Diego, LLC and Pacific Bounty are cleared to proceed?

Thanks,
Pierre

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Romero, Richard
Sent: Monday, February 11, 2019 3:04 PM
To: Saladin, Pierre <PSaladin@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>
Cc: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,

Sorry for the delay, I have no issues with the operating plan. You are clear to proceed.

Thank you

Rick Romero

Marine Safety Lieutenant
City of San Diego
Fire-Rescue Department

Office (619) 221-8833
Cell (619) 727-9476
rromero@sandiego.gov



~ A world-class city for all ~

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent

responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Monday, February 11, 2019 11:47 AM
To: Stell, Ric <RStell@san-diego.gov>; Romero, Richard <RQRomero@san-diego.gov>
Cc: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello All,
I'm just checking-in to see if you were able to review the operating plans I provided to you on January 30th? I did receive comments back on Cruise San Diego plan and provided the revisions back to you all on February 5, but I have yet to receive comments back on Pacific Bounty.
Thanks,
Pierre

Pierre Saladin
Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
san-diego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Saladin, Pierre
Sent: Tuesday, February 05, 2019 9:53 AM
To: Stell, Ric <RStell@san-diego.gov>; Romero, Richard <RQRomero@san-diego.gov>
Cc: Sandmeyer, John <JSandmeyer@san-diego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hello Ric & Richard,
Attached is the revised Operating Plan for Cruise SD, per the below email from Lieutenant Sandmeyer. Please let me know if there are any further comments or if it is now approved. Also, I will await your comments on the Pacific Bounty Operating Plan.
Thanks you,
Pierre

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

From: Sandmeyer, John
Sent: Thursday, January 31, 2019 4:29 PM
To: Saladin, Pierre <PSaladin@sandiego.gov>; Stell, Ric <RStell@sandiego.gov>; Romero, Richard <RQRomero@sandiego.gov>
Subject: RE: Review and Approval of Sublessee Operating Plan

Hi Pierre,
I've moved into the Marine Safety Captain position and have assigned these Plan approvals to Special Operations Sergeant, Ric Stell. He will report any comments or questions to you and the new Boating Safety Unit Lieutenant, Rick Romero. I will meet with both of them to demonstrate the important elements in these Plan approvals. I made edits to Section B-6 of the Cruise SD Plan attached and will go over the Pacific Bounty Plan with Ric. We will review it and recommend any changes to you by early next week.

John Sandmeyer
Marine Safety Captain
City of San Diego
Fire-Rescue Department
T (619) 221-8833
C (619) 980-0895



~ A world-class city for all ~

From: Saladin, Pierre
Sent: Wednesday, January 30, 2019 11:40 AM
To: Sandmeyer, John <JSandmeyer@sandiego.gov>
Subject: Review and Approval of Sublessee Operating Plan

Hello Lieutenant Sandmeyer,
I know you used to review and provide approval of operating plans for Mission Bay operations, but I'm not sure if you are still the contact. Anyway, I received 2 sublease request for Sportsmen's Seafood , for Cruise SD and Pacific

County. Attached are the operating plans that accompanied their sublease agreements. Before I can consent to these subleases I would need an approval from Lifeguards as to the plans of their operations. Can you please review the attached plans and provide your comments on them?

Thank you,
Pierre

Pierre Saladin

Supervising Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6123
F (619) 236-6706
sandiego.gov

CONFIDENTIAL COMMUNICATION

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

Pacific Bounty Sportfishing

Operational Plan

Pacific Bounty Sportfishing herein referred to as PBS and/or Operator. PBS is a Sole Proprietorship. PBS is a family oriented Sportfishing charter business on Mission Bay and surrounding Pacific Ocean waters. We provide a fun, adventurous, one of a kind experience, for the first time fisherman or even an experienced angler. We provide small groups of up to 4 people per trip the chance to catch the fish of a lifetime. PBS creates memories that will last a lifetime.

Description of Operations

- a. PBS will utilize vessels which are in full compliance with USCG regulations for safety equipment, vessel command (licensed captain), electronic equipment, and passenger liability insurance.
 - b. PBS will conduct operations within Mission Bay and surrounding offshore Pacific Ocean waters targeting fish species including; Tuna, Yellowtail, Dorado/ Mahi Mahi, Rockfish, White Seabass and many other local species that are found here in Southern California.
 - c. PBS will at all times strive to conduct themselves as professional and courteous mariners.
-
- d. PBS will observe all applicable local, state, and federal laws pertaining to commercial vessels operations in the US waters.
 - e. The operator (Captain Jeff Tiglio) of the vessel will permit the Lifeguard Divison/ USCG/ Homeland Security to inspect the vessel

at any time including during operation and agree to cease operating, for a reasonable period of time to facilitate inspection when directed by supervising Lifeguard personal.

Hour of Operation

- a. PBS anticipates hours of operation to typically be from 5 A.M. - 3 P.M. Available 7 days a week, throughout the year.
- b. PBS will observe regulations of the Sportsman's Seafoods Dock Rules at all times.
- b. Fishing charters will be scheduled days/ months in advance typically for between 3/4 day and full day trip durations.

Type of Vessel

- a. PBS owns the Bella Kay a 24' Grady White fishing boat and plans to upgrade to a slightly larger vessel (27' - 30' vessel) in the near future.
- b. Vessel is planned to be docked and stored at Sportsman's Seafoods dock.

Safety

- a. All crew (1) (Captain Jeff Tiglio) for PBS are trained in basic safety procedures, CPR, and First Aid. The captain will give a safety orientation to all passengers before every trip and inform each person of the location of all safety equipment including but not limited to life jackets and fire extinguishers.
- b. Safety orientation will include but will not be limited to precautions for rough water, procedures for man overboard, emergency procedures for fire, and vessel taking on water.

- c. Passenger will be offered the option to wear life jackets for the entirety of the charter. That choice will ultimately be at their discretion.
- d. All vessel(s) will be under the command of USCG licensed captains.
- e. All captains and crew will check weather/sea conditions prior to daily operation and maintain the highest regard for safety.

General Rescue Procedures for Water Emergencies

- a. Survey the scene.
- b. The rescuer should consider his/her ability prior to attempting a rescue.
- c. Ensure proper use of all rescue equipment.
- d. Safely approach and determine if the victim(s) is in distress.
- e. Perform rescue based on American Red Cross training.
- f. Move the victim(s) to safety or remove the victim(s) from the water.
- g. Perform a primary survey.
- h. If an emergency exists ensure someone calls 911 and request San Diego Lifeguard and/or USCG assistance on VHF channel 16.
- i. Provide First Aid until emergency medical services (EMS) arrives.