

July 30, 2008

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700

Attn: Vladimir Balotsky

Dear Mr. Balotsky

In response to your recent request for the Old Mission Beach Athletic Club, to submit in writing a request to sub-lease the property located at 2521 Bacon St #B, San Diego CA.92107, the following is submitted

The Old Mission Beach Athletic Club seeks permission to sub-lease the property that we lease from the City of San Diego at 2521 Bacon St. San Diego CA 92107
That we use as our administration office and clubhouse for our RUGBY team

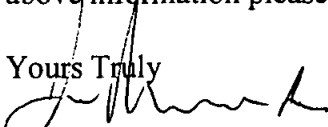
The Peninsula Soccer League, Their plan is use the space as an administration & technical center, The Peninsula Soccer League, uses many of the fields located at Robb Field on a Daily basis for soccer games and training, and The Old Mission Beach Athletic Club now uses the Practice facility at Qualcomm Stadium.

So in order to keep the building occupied and add to the development of youth sports we are making this request.

The other half of the building that the San Diego Park and Recreation department uses for their various community needs, is not included in this request for sub-lease purposes.

Please see lease agreement for more details., should you have any question regarding the above information please contact me @ work 858 495 2349 cell 619 672 0352

Yours Truly



Jim Robinson
OMBAC Rugby Team Administrator

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), OLD MISSION BEACH ATHLETIC CLUB, a California non-profit public benefit corporation ("OMBAC"), and PENINCULA SOCCER LEAGUE, a California non-profit public benefit corporation ("PENINCULA SOCCER"), to be effective upon execution by CITY (the "Effective Date") and approval by the San Diego City Attorney, as follows:

RECITALS

- A. OMBAC is the "LESSEE," under that certain LEASE AGREEMENT dated May 16, 1988, by and between CITY, as lessor, and OLD MISSION BEACH ATHLETIC CLUB, as lessee ("Master Lease"), relating to certain real property ("Master Lease Property") described in Section 9.01 of the Master Lease, attached hereto as Exhibit A.
- B. The Master Lease requires CITY'S consent to any sublease of the Master Lease Property.
- C. PENINCULA SOCCER has executed that certain SUBLEASE ("Clubhouse Sublease") dated October 1, 2003, whereby, subject to CITY'S consent, OMBAC subleases to PENINCULA SOCCER and PENINCULA SOCCER subleases from OMBAC the Master Lease Property ("Sublease Premises") more fully described in the Clubhouse Sublease, attached hereto as Exhibit B.
- D. Under the terms of this Consent, CITY will consent to the Clubhouse Sublease.

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

- 1. Subordination. The Clubhouse Sublease ("Sublease") is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the Sublease which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Master Lease. Any conflict between the Master Lease and the Sublease shall be construed or resolved in favor of the Master Lease. PENINCULA SOCCER acknowledges and agrees that its rights and obligations as "SUBLESSEE" under the Sublease are subject and subordinate to the terms and conditions of this Consent and the Master Lease.
- 2. Master Lease Provisions. Without releasing OMBAC of any obligation, PENINCULA SOCCER additionally assumes and shall perform the obligations of "LESSEE" under the Master Lease as and to the extent such obligations are applicable to the Sublease Premises or PENINCULA SOCCER use of any common area within the Master Lease Property.

3. Use. PENINCULA SOCCER'S use shall be only for the uses permitted under the Master Lease.
4. Indemnification. OMBAC and PENINCULA SOCCER, jointly and severally, shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to OMBAC'S or PENINCULA SOCCER'S officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, PENINCULA SOCCER'S use of or operations on the Master Lease Property, the condition of the Sublease Premises, or from any act or omission of PENINCULA SOCCER or any of his employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.
5. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve OMBAC, PENINCULA SOCCER, or any person claiming under or through either of them of the obligation to obtain CITY'S consent to any future sublease.
6. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent. OMBAC and PENINCULA SOCCER shall jointly and severally protect, defend, indemnify, and hold CITY harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of the Sublease or this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by CITY in resisting any claim for any such brokerage commission or finder's fee.
7. San Diego's Strong Mayor Form of Governance. The Master Lease shall be amended by adding the following section:

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

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

PENINCULA SOCCER LEAGUE
ATTN: PRESIDENT
P.O. BOX 6866
SAN DIEGO, CA 92106

14. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the City Manager, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

15. CITY'S Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the Sublease.

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

Date: 10/7/08

OLD MISSION BEACH ATHLETIC CLUB
A California non-profit public benefit corporation

BY: James W. Robinson Jr

Name & Title: JAMES ROBINSON DIR of operations

PENINCULA SOCCER LEAGUE
A California non-profit public benefit corporation

Date: 10/7/08

BY: Noah Gins

Name & Title: NOAH GINS Director

Effective Date: 11/14/08

THE CITY OF SAN DIEGO,
A California municipal corporation

BY: James F. Barwick

Name & Title: JAMES F. BARWICK, CCIM
Director, Real Estate Assets

APPROVED AS TO FORM AND LEGALITY:

Date: 11-19-08

MICHAEL J. AGUIRRE, San Diego City Attorney

BY: Todd Bradley

Todd Bradley, Deputy City Attorney

EXHIBIT A

LEASE AGREEMENT

["Master Lease" dated May 16, 1988, by and between CITY, as lessor, and OLD MISSION BEACH ATHLETIC CLUB, a California non-profit public corporation, as lessee, relating to certain real property described Section 9.01 of the Master Lease].

EXHIBIT B

SUBLEASE
(OMBAC Clubhouse – Robb Field)

["Soccer Sublease" dated October 1, 2003, by and between OMBAC and
PENINCULA SOCCER]

SUBLEASE

(OMBAC Clubhouse – Robb Field)

This Sublease ("Sublease") is made as of October 1 2003 between OLD MISSION BEACH ATHLETIC CLUB, a California non-profit public benefit corporation (hereinafter "Sublessor") and PENINSULA SOCCER LEAGUE, a California non-profit public benefit corporation ("Sublessee").

RECITALS

WHEREAS, Sublessor is the Lessee under that certain Flat Lease (the "Master Lease"), between Sublessor and the City of San Diego ("Master Lessor"), a copy of which Master Lease is attached hereto as Exhibit A and made a part hereof, covering that certain real property situation in the City of San Diego, County of San Diego, State of California, described in Section 9.01, Exhibit "A" – Park Plan, attached to the Master Lease, comprised of Building One as described in Section 9.02, Building Plans. (the "Premises");

WHEREAS, Sublessee wishes to sublease from Sublessor the Premises, and Sublessor wishes to sublease the Premises to Sublessee, pursuant to the terms of this Sublease. The Premises are more particularly described in the Master Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Sublease, and for other valuable consideration which they hereby acknowledge, the parties agree as follows:

1. **DEFINED TERMS.** Terms used in this Sublease which are not specifically defined herein shall have the same meaning as they have in the Master Lease.

2. **SUBLEASE OF PREMISES.** Sublessee agrees to sublease the Premises from Sublessor and Sublessor agrees to sublease the Premises to Sublessee. This Sublease and Sublessee's rights to the Premises shall be subject to the terms and provisions of the Master Lease.

3. **TERM.** The fixed term of this Sublease shall commence on October 1, 2003 (the "Commencement Date") and shall continue thereafter until December 31, 2003 ("Fixed Term Expiration Date"); provide, however, that from and after the Fixed Term Expiration Date, this Sublease shall be for a month-to-month term, subject to termination by either Sublessor or Sublessee on thirty (30) days prior written notice delivered to the other. Notwithstanding the foregoing, this Sublease shall cease immediately if at any time following the Commencement Date Sublessee and Sublessor mutually agree to terminate Sublessee's sponsorship of Sublessor's rugby program which has been established concurrently with the execution of this Sublease.

4. **SUBLEASE CONSIDERATION.** In consideration of the sublease of the Premises, Sublessee shall undertake the performance of all of Sublessor's regularly recurring obligations under the Master Lease which become due during the term of this Sublease, specifically the payment of Taxes (Section 6.08), Indemnity (Section 5.01), and Insurance (Section 5.02), operating expenses, utility costs, and routine maintenance, repair and replacement costs, without offset, deduction or abatement, at the time required for such payment under the Master Lease, to the extent such costs, rent and other charges relate to the period beginning on the Commencement Date of this Sublease and ending on the termination of this Sublease and Sublessee's vacation of the Premises. The foregoing obligation of Sublessee to pay all charges shall not include any costs or sums required to be paid under the Master Lease resulting from (i) Sublessor's default under the Master Lease following the Commencement Date (provided such default is not the result of Sublessee's actions

or omissions), (ii) the negligence or willful misconduct of Sublessor (or its members, employees, contractors, agents or invitees) under the Master Lease following the Commencement Date, or (iii) expenditures of a capital nature (i.e. maintenance, repair and replacement costs which are other than routine or regularly recurring, roof replacement, structural modifications, abatement of Hazardous Substances, or retrofit for the Premises to comply with legal requirements such as ADA).

All costs and expenses payable hereunder by Sublessee shall be referred to collectively, as "Rent." Rent may be paid directly to the provider of such service, as may be the case with operating expenses, provided that a copy of such payment shall be sent to Sublessor concurrently with the payment. All Rent to be paid directly to Sublessor shall be paid by Sublessee on the earlier of (i) the date required for payment of same under the Master Lease, or (ii) twenty days following Sublessor's written demand therefor. Sublessor and Sublessee shall mutually agree on all Rent payments to be made directly to providers and Sublessee shall be responsible for any late payment charges associated with these payments. Sublessor may impose a late charge of two percent (2%) of the amount due for any Rent payment not received within ten (10) days after the date due for payments to be made to Sublessor.

5. **CONDITION OF THE PREMISES.** On the Commencement Date, Sublessor shall deliver the Premises in its then current "as is" condition; provided that, prior to the Commencement Date Sublessor shall remove all of the weight-lifting equipment that is currently stored on the Premises. Sublessee represents and warrants that Sublessee has reviewed the Premises, and has independently determined that the Premises are suitable for its intended uses. SUBLESSEE ACCEPTS THE PREMISES "AS IS, WHERE IS," WITHOUT REPRESENTATION OR WARRANTY BY SUBLESSOR. ALL OTHER REPRESENTATIONS AND WARRANTIES OF SUBLESSOR, EXPRESS OR IMPLIED, ARE EXCLUDED, except that Sublessor represents and warrants that the current condition of the Premises complies with Sublessor's obligations under the Master Lease. To the best of Sublessor's knowledge, the Premises are free of Hazardous Substances and comply with all applicable laws and regulations regarding Hazardous Substances.

6. **USE OF THE PREMISES.** Sublessee shall use the Premises only for the uses permitted under the Master Lease, and for no other purpose, and in full compliance with, and subject to the limitations contained in the Master Lease. In addition to the indemnities set forth in the Master Lease, Sublessee shall indemnify, defend and hold Sublessor harmless from and against any and all claims, losses, damages and expenses, including clean-up costs and reasonable attorneys' fees and expenses, incurred by or asserted against Sublessor and arising from or relating to (i) any breach or default by Sublessee under this Sublease or any acts or omissions of Sublessee that result in a breach or default under the Master Lease, or (ii) the introduction or use by Sublessee of Hazardous Substances on or about the Premises, except to the extent such claims, losses, damages and expenses arise from the negligence or willful misconduct of Sublessor following the Commencement Date, or its members, agents, contractors, invitees or employees. Sublessee hereby assumes all risk of damage to property of Sublessee in, upon or about the Premises arising from any cause, and Sublessee hereby waives all claims in respect thereof against Sublessor, except for any claims resulting from the gross negligence or willful misconduct of Sublessor. Notwithstanding the foregoing, in no event shall Sublessor be liable under any circumstance for a loss of, or injury to Sublessee's business, including, without limitation, lost profits. Sublessee shall not use any Hazardous Substances in, on or about the Premises. Following Sublessee's vacation of the Premises, and prior to the expiration of the term of this Sublease, Sublessee and Sublessor will conduct an inspection of the Premises.

7. **ALTERATIONS.** In addition to, and without limitation of the restrictions and limitations on alterations, additions or improvements as set forth in the Master Lease, Sublessee shall not make any improvements, alterations, additions, changes or modifications to the Premises without obtaining the prior written consent of Sublessor, which consent shall not be unreasonably withheld.

8. **MAINTENANCE.** Except for those obligations of Master Lessor under the Master Lease, if any, Sublessee shall keep and maintain the Premises and all of Sublessee's equipment and property contained therein in good and clean order, condition and repair. At the expiration or earlier termination of the term of this Sublease, Sublessee shall surrender the Premises to Sublessor in substantially the condition and repair in which the Premises were delivered to Sublessee at the commencement of this Sublease, ordinary wear and tear excepted. In addition, and without limitation of the foregoing, Sublessee shall (i) if Sublessor so requests, remove any improvements or alterations made by Sublessee to the Premises and repair any damage caused by such removal, and (ii) if Sublessor shall so request, leave any improvements or alterations made by Sublessee to the Premises, except for any trade fixtures or personal property installed or placed by Sublessee in the Premises.

9. **UTILITIES/OTHER COSTS.** Sublessee shall pay for any and all costs and expenses for the use or consumption of water, steam, gas, electricity, heat and air conditioning and other utilities supplied to the Premises. Sublessee shall directly contract for those utility services required to be contracted for by Party B under the Master Lease. Sublessor shall have no liability or responsibility for, and there shall be no abatement of Rent with respect to, any interruption of any utility, telephone or other services to the Premises, except to the extent that Sublessor actually receives a corresponding abatement of Rent under the Master Lease. ✓

10. **ASSIGNMENT/SUBLETTING.** Sublessee shall not transfer, assign, encumber or sublet all or any portion of the Premises or its interest under this Sublease, directly or indirectly, by operation of law or otherwise, without the prior written consent of both Sublessor and Master Lessor, given in accordance with Article 11 of the Master Lease.

11. **CASUALTY OR TAKING.** In the event of any casualty or the exercise or threatened exercise of the power of eminent domain, any rights to damages or compensation relating to any improvements installed by Sublessor, or which Sublessor may require remain in the Premises on termination of this Sublease, shall belong to Sublessor in all cases, and any election by Sublessee to terminate this Sublease shall not bind Sublessor which alone shall exercise any right to terminate the term of the Master Lease. Any condemnation award for any improvements paid for by Sublessee, to the extent Sublessee has the right to remove same from the Premises on the termination of the term of this Sublease, may be claimed by Sublessee, subject to any rights of Master Lessor under the Master Lease.

12. **DEFAULT.**

A. A "Breach" or "Default" shall mean any occurrence which, if caused by Sublessee, would constitute a breach or default under the Master Lease, including, without limitation, under Section 4.04 of the Master Lease, as if the term "Sublessee" were substituted for the term "Lessee" and the term "Sublessor" were substituted for the term "Lessor." In the event of any such Breach or Default by Sublessee, Sublessor shall have all remedies available under law and equity, as well as those available under the Master Lease, including without limitation, any remedies provided under the applicable laws of the jurisdiction in which the Premises are located.

B. In the event of a default by the Master Lessor under the Master Lease, Sublessor, at Sublessee's request, shall make good faith efforts, at no cost or expense to Sublessor, to obtain such performance by Master Lessor of its obligations under the Master Lease.

13. **COMPLIANCE WITH MASTER LEASE TERMS.** This Sublease is subject to the terms and conditions of the Master Lease and the matters to which the Master Lease is subject and subordinate pursuant to the terms thereof. Except with respect to provisions of this Sublease which are expressly inconsistent with or which modify the Master Lease, Sublessee shall comply with and perform all terms, covenants and conditions of the Master Lease relating to the Premises and accruing from and after the Commencement Date

as if Sublessee were "Lessee" thereunder, including, without limitation, the provisions of Section 5 (Insurance Risks/Security) of the Master Lease. Sublessor shall be named as an additional insured on Sublessee's insurance policy. In addition, Sublessee hereby assumes and shall be bound by all of "Lessee's" indemnities, waivers, covenants and agreements in favor of the Master Lessor and contained in the Master Lease accruing from and after the Commencement Date until the expiration or termination of this Sublease, and the same shall be incorporated in, and applicable to this Sublease by this reference, and shall inure to the benefit of Sublessor as if the term "Sublessor" were substituted for the term "Lessor" therein. In the event of any default by Sublessee under this Sublease, Sublessor shall have all of the rights and remedies available to the "Lessor" under the Master Lease, all of such rights and remedies being incorporated in this Sublease by this reference. Sublessor shall not take any action, nor consent to or permit any action to be taken, including by any of its employees, agents, contractors, licensees or invitees, that would cause a default under any provision of the Master Lease.

14. **TIME OF ESSENCE.** Time is of the essence of this Sublease and each of its provisions.

15. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Sublease shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Sublease shall be valid and enforceable to the fullest extent possible permitted by law.

16. **GOVERNING LAW.** This Sublease shall be construed and enforced in accordance with the laws of the state of California.

17. **WAIVER/ATTORNEYS' FEES.** IF EITHER PARTY COMMENCES LITIGATION AGAINST THE OTHER FOR THE SPECIFIC PERFORMANCE OF THIS SUBLEASE, FOR DAMAGES FOR THE BREACH HEREOF OR OTHERWISE FOR ENFORCEMENT OF ANY REMEDY HEREUNDER, THE PARTIES HERETO AGREE TO AND HEREBY DO WAIVE ANY RIGHT TO A TRIAL BY JURY. In the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

18. **NOTICES.** Any notice required or given under this Sublease shall be in writing to each party at the address as set forth below, by hand delivery, electronic facsimile, overnight courier, or by certified mail, postage prepaid, return receipt requested, effective upon delivery to the address specified below. The addresses of each party shall be changed by notice given the other party in accordance with the provisions of this Section 18.

To Sublessor: Old Mission Beach Athletic Club
Attn: Mr. Jim Robinson
Po Box 120969
Chula Vista CA 91912

To Sublessee: Peninsula Soccer League
Attn: President
P.O. Box 6866
San Diego, California 92106

19. **ENTIRE AGREEMENT.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels any and all

previous negotiations and understandings, if any, between the parties hereto with respect to the subject matter thereof.

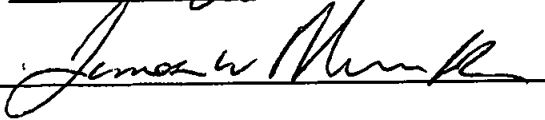
IN WITNESS WHEREOF, the parties, acting through their duly authorized employees, have executed this Sublease as of the date first set forth above.

SUBLESSOR:

OLD MISSION BEACH ATHLETIC CLUB, a
California non-profit public benefit corporation

By: Jim Robinson

Its: _____

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SUBLESSEE:

PENINSULA SOCCER LEAGUE, a
California non-profit public benefit corporation

By: Noah Gins

Its: _____

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