

ORIGINAL

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to CHSP MISSION BAY LLC, a Delaware limited liability company (Lessee/Sublessor), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City and KenCal Ownership LLC, a California limited liability company, entered into that certain City of San Diego Lease Agreement (Agreement), filed as Document No. RR-300863 in the Office of the San Diego City Clerk, which was assigned to Lessee/Sublessor pursuant to that certain City of San Diego Consent to Assignment, dated September 6, 2012 (Assignment) (the Agreement and Assignment are hereafter jointly referred to as the "Master Agreement") relating to Premises, as that term is defined in the Agreement.
- B. Lessee/Sublessor now desires to sublease a portion of the Premises to Resort Management International, Inc. and Diamond Resorts International (hereafter collectively referred to as the "Sublessee") for the sale and marketing of up to fifty (50) rooms for points-based timeshare use and up to six (6) rooms as incidental sales rooms for the sale and marketing for the points-based timeshare use.
- C. The Master Agreement requires that Lessee/Sublessor 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/Sublessor's request to sublease a portion of its right, title and interest in and to the Premises to Sublessee for the sale and marketing of up to fifty (50) rooms for points-based timeshare use and up to six (6) rooms as incidental sales rooms for the sale and marketing for the points-based timeshare use. 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/Sublessor and the Sublessee. City shall not be bound by any term or condition of any agreement between Lessee/Sublessor 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/Sublessor's obligations under the Master Agreement; and
- 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; and

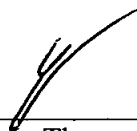
4. City does not release, discharge or modify Lessee/Sublessor's obligations to City under the Master Agreement. As set forth in applicable law, Lessee/Sublessor's obligations under the Master Agreement shall survive any agreement between Lessee/Sublessor and Sublessee and shall continue through the termination dates of the Master Agreement, as set forth therein; and
5. This Consent does not constitute consent to any subsequent subleasing of any interest in and to the Premises subject to the Master Agreement.
6. Lessee/Sublessor agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent.
7. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of any agreement between Lessee/Sublessor and Sublessee. Further, Lessee/Sublessor agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

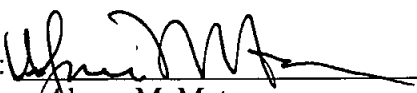
Date: 2/26/18

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

Planning Department - Environmental Clearance:

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

Date: 2/20/18

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

Approved as to form this 26th
day of February, 2018

MARA W. ELLIOT, City Attorney

BY: 
Name: Hilda R. Mendoza
Title: Deputy City Attorney

CHSP MISSION BAY LLC - CONSENT TO SUBLEASE - DIAMOND RESORTS. 2018

Hyatt Corporation as agent of CHSP TRS Mission Bay LLC
1441 Quivira Road, San Diego CA 92109
Phone: 619-224-1234 Fax: 619-221-4841

ROOM BLOCK AGREEMENT

This Room Block Agreement the "Agreement" is made between Hyatt Corporation as agent of CHSP TRS Mission Bay LLC DBA Hyatt Regency Mission Bay Spa & Marina d/b/a Hyatt Regency Mission Bay Spa & Marina, hereafter referred to as the "Hotel Company" and Diamond Resorts International Marketing, Inc. hereafter referred to as the "Tour Operator." This agreement shall become effective February 23, 2018.

Policies and stipulations referred to in this agreement apply to the Hotel Company property located at 1441 Quivira Road, San Diego CA 92109, hereafter referred to as the "Hyatt Regency Mission Bay". Property specific, "Hyatt Regency Mission Bay" information is addressed separately on the accompanying Exhibit A.

The stipulations outlined in this agreement, as they relate to the Hyatt Regency Mission Bay, are effective for the period specified in this Agreement and Exhibit A.

TERMS AND CONDITIONS

1. RATE NOTATIONS

All rates are for up to four (4) occupants and additional rollaway charges are noted in Exhibit A. All rates quoted within this document are in United States (US) Dollars.

All rates are net, non-commissionable quoted exclusive of applicable state and local taxes (which are currently 10.5% State Sales Tax and City Occupancy Tax, 2% San Diego Tourism Marketing District Assessment, and \$0.55 State of California Tourism Assessment), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

Tax rates are statutory and subject to change without notice at any time.

Rates and policies listed within this Agreement and Exhibit A may be amended by the Hotel Company as agreed upon by both parties and memorialized in writing; in cases of an amendment, any reservations made prior to the change will be honored.

Billing is based on use date (each day a guest is in-house) and is not based upon day of guest arrival. The Hyatt Regency Mission Bay bills guests' stays based upon the applicable rate in effect on each day of the guest's stay. If the rate changes during the guest's stay then the Tour Operator is responsible for paying the difference in the rate as applicable.

Check-in time is 4:00 p.m. on the date of arrival. Check-out time is 11:00 a.m., on the date of departure.

2. ROOM BLOCK

A block of rooms and a Free Sell arrangement will be set-up with the Hyatt Regency Mission Bay for the Tour Operator, as outlined in Exhibit A, and conditional to the terms of this agreement.

3. DEDICATED CHECK-IN SPACE

Hotel Company will provide Tour Operator with a dedicated check-in space for Tour Operator arrivals. Hotel Company will work with Tour Operator to pre-assign rooms to Tour Operator arrivals. This space could come at an additional cost to the Tour Operator and the terms will be memorialized in a separate agreement.

4. ARRIVAL EXCLUSIVITY

Tour Operator shall have the exclusive right to sell and market timeshare interests and activities to their arrivals at the Hotel Company property. The sale and marketing of goods and services for the purpose of sales or marketing of timeshare properties by any other entity within Hotel Company property to the Tour Operator's arrivals shall be prohibited by Landlord ("Timeshare Exclusivity") throughout the Term. "Timeshare Exclusivity" is defined broadly and includes without limitation a prohibition of all related timeshare businesses such as any real-estate agency advertising timeshare sales or re-sales; timeshare re-sale firms; timeshare rentals; timeshare sales or rental referrals; and timeshare or travel club product tours.

5. REPORTING

Guest reservations can be sent two ways. Passkey link will be provided to allow Diamond Resorts to enter reservations directly.

All reservations are automatically guaranteed to Hyatt Regency Mission Bay by the Tour Operator and must include a Tour Operator-assigned booking number. Vouchers and/or rooming lists and/or any subsequent reference to a specific reservation must include this booking number.

Additional rooms may be available for Tour Operator to rent. These requests for increase are at the Hotel Company's discretion.

Reported reservations/Rooming lists must contain the following information: Legal names of parties occupying guest rooms, number of rooms and corresponding category of said guestroom(s), number of guests per room, age(s) of children, package information such as meal plans when applicable, special guestroom requests such as ADA needs and/or bedding requests. Special Guestroom Requests are on a request basis only and are subject to availability. No guarantees are made or implied on availability of said request. Guestroom category information should correspond to the categories outlined in this Agreement.

6. BILLING SYSTEM

All payments shall be addressed to the Hyatt Regency Mission Bay, as outlined in Exhibit A.

Tour Operator must complete a Credit Application with Hotel Company on an annual basis or upon any change in ownership. Appropriate and positive credit ratings must be met in order for credit to be approved to Tour Operator.

Except for credit card discount fees, the Tour Operator is responsible for payment of all bank fees and charges incurred in the settlement of its amounts owing.

Failure to pay invoices as specified below will result in finance charges equal to the highest legal interest rate allowable in the State of California, being applied to the unpaid balance(s). Finance charges will be computed from the first date an unpaid balance becomes past due. In the event the Hotel Company and/or the Hyatt Regency Mission Bay are not paid in accordance with the terms of this contract, Tour Operator acknowledges that it will be responsible for and agrees to pay all costs, fees and expenses, including but not limited to attorney's fees, incurred by the Hotel Company and/or the Hyatt Regency Mission Bay in enforcing these terms and collecting the amounts due.

Hotel Company reserves the right to suspend and/or terminate the extension of credit and/or extension of billing privileges for delinquent and/or non-payment of debts owed without any prior notice.

Failure to exercise the right to assess finance charges and/or cancel this agreement shall not be deemed as a waiver of the Hotel Company's right to do so at any time.

BILLABLE TOUR OPERATORS:

The Tour Operator shall be responsible for providing the Hyatt Regency Mission Bay with vouchers and/or guaranteed rooming lists covering full payment of room, tax, and portage (if applicable). The Tour Operator-assigned booking number must be shown on the voucher or rooming list. Upon completion of services, the Hyatt Regency Mission Bay shall render invoices, which are due and payable in arrears in US Dollars within thirty (30) days from receipt of invoice. In the event payment of invoices exceed thirty (30) days, the Hotel Company reserves the right to suspend the Tour Operator's credit and collect all charges from all future and current Tour Operator guests staying at Hyatt Regency Mission Bay. Collection from the Tour Operator's guest for their stay does not relieve the Tour Operator's obligation for their guests' reservation in the event collection is not fully realized. Hotel Company also reserves the right to cancel this Agreement at any time should payment not be made within thirty (30) days from receipt of invoice. Should cancellation of this Agreement occur, prepayment would be required for all future bookings seven (7) days prior to check-in, additionally; the Tour Operator will forfeit all future block space.

7. RELOCATIONS/VIEW CATEGORY DOWNGRADES/ ROOM OPERATIONS

- a. It is the Hotel Company's policy not to relocate guests or downgrade a guest's view category; however, in the event of an unforeseen circumstance and with prior written approval from Tour Operator, the Hotel Company may assign accommodations in a comparable or better category. In instance of an act of God and the Hotel Company cannot accommodate a reservation, the Hotel Company will obtain prior written approval from Tour Operator prior to providing alternative arrangements at a hotel that is comparable or better and as conveniently located as possible. Should relocation become necessary, the Hotel Company will pay for any additional cost of room charges, and transportation incurred for the relocation. It is expressly agreed that Hotel Company, and the Hyatt Regency Mission Bay, shall not be liable for any other damages, claims, or costs suffered by the Tour Operator and/or its guests, as a result of any relocation.
- b. For the duration of this Agreement, as long as Tour Operator's customer feedback indicates a satisfaction with the units provided, Hotel Company may select units from its rental pool in each unit category, provided that it is within the agreed upon guidelines of Tour Operator.

8. CANCELLATION/TURNBACK POLICY

Unless otherwise stipulated in Exhibit A, the following Cancellation Policy will apply, except for the Marina Suite Sales Rooms:

Room night cancellation and/or inventory turn back must be made no less than sixty (60) days prior to arrival. The maximum reduction allowed per day is 70% of the Daily Contracted Guest Rooms (reduction is not applicable during the specific dates of Comic Con (July 18-22, 2018) and American Society of Hematology (November 29-December 5, 2018). Cancellation policy shall be based upon 12:01 a.m., day of arrival. A charge equal to the full room revenue, plus applicable taxes, shall be assessed for all late cancellations. All rooms held as guaranteed within the sixty (60) window are subject to and will be billed to the full per night room revenue, plus applicable taxes. By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room and Group is responsible to achieve the Daily Guest Room Minimum, during each date of the agreement, as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Daily Contracted Guest Room by five percent (5%) per day. Should Group's actualized guest room revenue fall below the Daily Guest Room Minimum, Group shall pay as liquidated damages the difference between the Daily Guest Room Minimum and the daily actualized guest rooms, plus any applicable taxes and service charges, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Minimum and

Hotel achieves 100% occupancy for that date, the Daily Guest Room Minimum will be considered fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room or the Daily Guest Room Minimum for any date during the agreement may not be applied to any other date during the agreement. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service charges. At the termination of this agreement, Tenant will return all space to its original layout at their expense, unless approved to remain by Landlord.

9. NO-SHOW POLICY

Unless otherwise stipulated in Exhibit A, the following No Show Policy will apply:

In the event that a confirmed, guaranteed booking does not arrive to check-in; ("no shows"), a cancellation charge of the full stay, plus applicable taxes, will be assessed.

10. SIGNS, AWNINGS, AND CANOPIES

Diamond Resorts International Marketing, Inc. shall not place or suffer to be placed or maintained on any door, wall, or window of the Premises, within the exterior of the Premises or in any of the Common Areas (as defined below), any sign, awning, letter, placard or canopy, video or television equipment, or advertising matter of any other object of any kind, and shall not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises or the Common Areas (as defined below) or install any sound system or speakers without first obtaining the written approval and consent of Hotel. Diamond Resorts International Marketing, Inc. shall be responsible for treatment of windows with material approved by Hotel which shall conform to Hotel's master plan for the Hotel. Such approval and consent may be withheld by Hotel in its sole but reasonable discretion for any reason including Hotel's objections as to number, size, color, type, quality, or manner of preparation or presentation. Diamond Resorts International Marketing, Inc. further agrees to maintain in good condition and repair at all times any sign, awning, canopy, placard, decoration, lettering, advertising matter, sound equipment or other object that may be approved in writing by Hotel. Diamond Resorts International Marketing, Inc. shall not, without the prior written consent (unless otherwise permitted in this agreement) of Hotel, keep, display, or sell any merchandise or any object outside the interior of the Premises or in any portion of the Common Areas (as defined below) of the Hotel.

11. SUBLEASE AGREEMENT

Tour Operator understands that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of the City and KenCal Ownership LLC, a California limited liability company, entered into that certain City of San Diego Lease Agreement (Agreement), filed as Document No. RR-300863 in the Office of the San Diego City Clerk, which was assigned to Lessee/Sublessor pursuant to that certain City of San Diego Consent to Assignment, dated September 6, 2012 (Assignment) (the Agreement and Assignment are hereafter jointly referred to as the "Master Agreement").

12. ELECTRONIC DISTRIBUTION & REDISTRIBUTION OF HOTEL INVENTORY

The Hyatt Regency Mission Bay reserves the right to pre-approve all listings, resort photography and Hyatt Regency Mission Bay representation(s) by the Tour Operator on the Internet. The Hotel Company and the Hyatt Regency Mission Bay shall not be liable for any issues or damages, including without limitation, indirect or consequential damages, arising from any inaccuracies in the Tour Operator's web sites and will be the sole responsibility of the Tour Operator.

Upon written request of Hotel Company, Tour Operator agrees to provide a complete list of all web sites on which the Hyatt Regency Mission Bay's information and inventory will be displayed, and to provide updates to the list as sites are added or removed. Upon written request of Hotel Company, Tour Operator

agrees to provide Hyatt Regency Mission Bay with a preview version of any and all web site presentation of the Hyatt Regency Mission Bay, whether on the Tour Operator's site or an associated or affiliated site, a minimum of five (5) business days before the publication to the web. Hyatt Regency Mission Bay reserves right of approval of any information published and will be deemed approved if no response is received by Hyatt Regency Mission Bay two (2) business days after submittal of collateral by Tour Operator.

Hotel Company follows a policy of pricing integrity through all sales and distribution channels. Tour Operator agrees that, if the web site (Tour Operator site or any associate or affiliated site) lists per night room-only rates, the room-only night rate shall reflect the Hyatt Regency Mission Bay's rack rates as applicable (or published package rates if the inclusions are equivalent) for the time period requested. Tour Operator is responsible for ensuring that any associated or affiliated web sites follow this pricing rule. Hyatt Regency Mission Bay will not permit information, rates or inventory to be placed in any "web-only" price context, auction, reverse auction or other internet-specific pricing mechanism.

The Hotel Company holds the exclusive rights to the Trade Names: Hyatt Corporation as agent of CHSP TRS Mission Bay LLC, Hyatt Regency Mission Bay Spa & Marina, Hyatt Regency Mission Bay Spa and Marina, Hyatt Regency Mission Bay, Hyatt Mission Bay. The Tour Operator and all of its associate and affiliate partners agree not to purchase or otherwise secure any placement rights on the aforementioned Trade Names with any online search engine websites or other online keyword marketing resources.

Hotel Company may suspend or terminate this contract immediately if Tour Operator breaches any part of this clause.

13. FORCE MAJEURE

Hotel Company and/or Tour Operator shall be excused from any act, omission or obligation to perform hereunder to the extent such failure or default arises from acts of God, flood, earthquake, tidal wave, fire, strikes, riot, invasion, an act of terrorism, civil disobedience, war, insurrection, or other similar events of force majeure that are beyond the control of said party and do not arise, in whole or in part, from the fault, negligence or intentional act or inaction of such party. Lack of money shall not be deemed an event of force majeure under this Agreement. Said performance shall be excused only for the duration of said event of force majeure and, in the event that said duration exceeds 30 days, either party shall have the right, but not the obligation, to terminate this Agreement without penalty upon 30 days' prior written notice. If Hotel Company cancels the Agreement pursuant to this section, Hotel Company agrees to honor all existing reservations at the time of termination.

The Tour Operator agrees to defend, indemnify and hold harmless the Hotel Company, the Royal Lahaina Resort, its parent company, affiliates, their respective agents, owners, directors and employees from any and all claims, liabilities, suits and causes of action (including attorney's fees and costs) for injuries and/or deaths to any person or for damage or destruction of property resulting from any act or omission of the Tour Operator, its agents, subcontractors and employees arising out of the performance of this agreement.

Hotel Company and Tour Operator shall maintain the following types of commercial general liability coverage and limits of liability with insurers rated "A-VII" or better by A.M. Best Co.: \$1,000,000 each occurrence, \$1,000,000 personal & advertising injury limit, and \$2,000,000 annual aggregate limit. Each party shall name the other and all other party noted in the indemnification section of this Agreement shall be included as insureds using ISO additional insured Endorsement CG20101185 or equivalent. The policy must provide that the coverage afforded to the additional insured is primary to and non-contributing with any other insurance maintained by the additional insured. Attached to each certificate of insurance shall

be a copy of the additional insured endorsement as well as a copy of the endorsement providing coverage to the additional insured on a primary and non-contributing basis.

The Hotel Company agrees to defend, indemnify and hold harmless the Tour Operator, Diamond Resorts Corporation, Diamond Resorts International Marketing, Inc., Diamond Resorts Management, Inc., their parent companies, affiliates, their respective agents, owners, directors and employees from any and all claims, liabilities, suits and causes of action (including attorney's fees and costs) for injuries and/or deaths to any person or for damage or destruction of property resulting from any act or omission of the Hotel Company, its agents, subcontractors and employees arising out of the performance of this Agreement.

14. CANCELLATIONS

Both parties reserve the right to cancel the agreement upon 120 days written notice. Room night guarantees, and Marina Suites Sales Rooms, shall remain effective for ninety (90) days after the written notice of cancellation has been received. Tour Operator will be responsible for fulfillment of 95% of the monthly room block throughout the ninety (90) day period following the receipt of the written notice of cancellation. All previously reported reservations will be honored for all future travel dates, including reservations for travel after the agreement cancel date, provided these reservations have been received prior to the receipt of the written notice of cancellation.

15. NOTICE

Any notice to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or certified mail, postage prepaid. Notices shall be addressed by giving written notice in accordance with this paragraph. Notices delivered personally shall be deemed delivered as of the date of actual receipt. Mailed notices shall be deemed delivered three (3) days after the date of mailing.

To Hotel Company:

Hyatt Regency Mission Bay
Kelly Higginbotham
1441 Quivira Road
San Diego, CA 92109
Kelly.higginbotham@hyatt.com
619-221-4834

To Tour Operator:

Diamond Resorts International Marketing, Inc.
Attn: General Counsel
10600 West Charleston Blvd.
Las Vegas, Nevada 89135-1014
With email notices to: notices@diamondresorts.com

16. ATTORNEY'S FEES

If either party files a lawsuit to enforce any of the terms or conditions of this agreement, the prevailing party in said litigation shall be entitled to reasonable attorneys' fees and costs.

17. GOVERNING LAW

Any lawsuit to enforce any of the terms or conditions of this agreement shall be filed in the City and County of San Diego, State of California. This agreement shall be construed and enforced under and in accordance with the laws of the State of California.

18. INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, Hyatt Corporation and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hyatt; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

19. ENTIRE AGREEMENT

This agreement supersedes any and all agreements between the parties hereto, either oral or written, and no agreement, statement or promise not contained in this agreement shall be valid or binding. Any amendment, modification of this agreement or change to this agreement must be in writing and signed by all parties hereto.

20. AMENDMENTS

The form and content of this Agreement have been approved by each party. Except for hand-written insertions, which fill in preprinted blanks, no modifications may be made to this form and no amendments may be made to this Agreement. This Agreement may be subsequently altered, amended or modified only in writing signed by all of the parties hereto. Any claims of oral representations or oral modifications, or any claims of modifications based on prior or continuing conduct, shall be of no force and effect.

21. CAPTIONS

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

22. BINDING EFFECT

This agreement shall be binding on the parties hereto, their heirs, successors and assigns upon full execution and signature of both parties.

23. SEVERABILITY

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this shall not affect any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. CONFIDENTIALITY AGREEMENT

This agreement will disclose confidential rates, sales and marketing plans/concepts and other information relating to Hotel Company's overall sales, marketing and operations with said operator.

All Hotel Company's and Hyatt Regency Mission Bay's information is considered proprietary information and, as such, is considered confidential and may not be disclosed to anyone outside of the Tour Operator.

Tour Operator will keep all such proprietary information secret and confidential. The Tour Operator shall not disclose any such proprietary information to a competitor or any other entity or corporation or make such proprietary information available to others or make use of such proprietary information on the Tour Operator's behalf or on behalf of any competitor unless the prior written consent of James Decker, Director of Sales Marketing & Events, of the Hotel Company is obtained.

If Tour Operator terminates this agreement with the Hotel Company for any reason, it is agreed that, for a period of five (5) years following the date of termination, Tour Operator shall maintain such proprietary information confidential.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

Hotel Company

By: Anna Helmers
Anna Helmers (Feb 26, 2018)

Anna Helmers
Sales Manager

Date: Feb 26, 2018

Diamond Resorts International Marketing, Inc.

By: Kenneth Siegel
Kenneth Siegel (Feb 26, 2018)

Kenneth Siegel
President

Date: Feb 26, 2018

EXHIBIT "A"
Hyatt Regency Mission Bay

The terms of this Exhibit "A" shall run concurrently with this Agreement, with the exception of section 1. Section 1 – Rooms, Rates and Dates ("Rates") shall have an initial term of 18 months, effective Date until the expiration of this Agreement. Each time there is 15 months remaining on the term of the Rates; the Rates will be reviewed and agreed upon by both parties for the subsequent three (3) month period. Upon termination of the Agreement, Hotel Company agrees to honor all existing reservations at the time of termination.

1. ROOMS, RATES AND DATES

ROOM TYPE	Low Season	High Season June	High Season July	High Season August	MONTHLY GUARANTEED ROOM NIGHTS	Max # of Guests
Standard Room Type (50)	\$ 159	\$ 189	\$ 209	\$ 189	1500	4
Tower Corner King Suite	\$ 209	\$ 239	\$ 259	\$ 239	Varies	2
Upgraded Room Type – View	\$ 179	\$ 209	\$ 229	\$ 209	Varies	4
Marina Suite	\$ 199	\$ 229	\$ 249	\$ 229	Varies	6

2. MARINA SUITES SALES ROOMS

ROOM TYPE	Low Season	High Season June	High Season July	High Season August	MONTHLY GUARANTEED ROOM NIGHTS	Max # of Guests
Marina Suites Sales Room	\$ 135	\$ 135	\$ 135	\$ 135	180	----

*Six (6) Marina Suites Sales Rooms per night for the duration of the agreement.

3. RAMP UP TIMEFRAME *Month 1 being February 2018

Month 1 – 10 rooms

Month 2 – 20 rooms

Month 3 – 30 rooms

Month 4 – 40 rooms

Month 5 – 50 rooms

4. CITYWIDE DATES – COMIC CON & AMERICAN SOCIETY OF HEMATOLOGY

July 18 – 22, 2018: \$339 per night plus a resort services program of \$29 per night

November 29 – December 5, 2018: \$299 per night plus a resort services program of \$29 per night

Marina Suites Sales Rooms will remain at the \$135 rate over these citywide dates.

5. ANNUAL FOOD & BEVERAGE SPEND

Tour Operator will guarantee a minimum of \$140,000 of additional on property spend annually to begin Month 6 (July 2018).

6. APPROVED OVERAGE

To the extent Tour Operator's bookings exceed the allocated guaranteed units set forth in this Agreement, overage will be allowed for up to ten (10) units per night at the same rates shown above in the Rooms and Rates chart, subject to availability at time of booking notification ("Approved Overage"). If an Approved Overage persists in specific unit types for a consistent measurable period of time, Hotel Company will work with Tour Operator to increase the guaranteed unit allocation at the same rates as shown above in the Rooms and Rates chart.

7. ADDITIONAL PERSON RATE

Pricing above is based upon the maximum of four (4) guest occupancy utilizing existing bedding. If a roll-away bed is requested and/or required by a guest, an additional charge of \$25 USD plus applicable state taxes will be charged directly to guest and paid by guest upon checkout.

8. GUARANTEED ROOM NIGHTS PER MONTH

Unless otherwise released according to the cancellation / turn back terms all rooms outlined above will be held for Tour Operator throughout the term of this Agreement. A daily block, equally pro-rated from the monthly guaranteed room nights will be held for Tour Operator throughout the term of this Agreement. Payment for these room nights per month is guaranteed and will be billed in arrears on the 30th of every month the payment is due, per month to Tour Operator automatically whether or not names are reported and guests occupy these rooms.

9. PORTERAGE

Porterage is at the discretion of each guest. Tour Operator shall not be held responsible for any porterage charges.

10. PARKING

Daily Self-Parking is \$15 per vehicle. Unless otherwise authorized by Tour Operator, all parking charges will be billed directly to guests.

11. RESORT SERVICES PROGRAM

The Hotel has a daily Resort Services Program fee, which is currently \$32 per room per night. This fee will be waived with the exception of Comic Con and ASH. The program provides the following services and amenities to enhance the guest experience: Premium guestroom internet, fitness center access, local/800 calls, in-room bottled water (2 per day), 2 hour complimentary bike rentals, a bottomless kids-cup, and business center access with free printing, fax, & copies.

12. PAYMENTS OFFICE

All payments shall be addressed to the Hotel at:

Hyatt Regency Mission Bay
Attn: Lockbox 202862
2975 Regent Blvd
Irving, TX 75063

13. HOTEL POLICIES, PROCEDURES & RULES

At the time of check-in, it is the Hotel's responsibility to advise and/or disclose to the guest(s), any rules and/or fees that may apply if guest violates any of the Hotel policies, procedures and/or rules. Tour Operator shall not be held responsible for any violations and/or fees incurred by its guest(s).

Exhibit "B"
DESCRIPTION OF PREMISES

Room type(s):

- Bay I & II Buildings: King & Queen Queen
- Tower Standard: King & Queen Queen
- Tower Corner Suites: King
- Marina Suites: King & Queen Queen
- Veranda Suites: King

Detailed room description(s) by room type

- Bay I & II Buildings: Standard King or Queen Queen guestroom equipped with a lanai.
- Tower Standard: Standard King or Queen Queen guestroom with an upgraded view of the Marina or the Pacific Ocean equipped with a private balcony.
- Tower Corner Suites: Upgraded King guestroom with views of the Marina or Pacific Ocean. Spacious guestroom with separate living areas and private balcony.
- Marina Suites: Upgraded King or Queen Queen guestroom with views of the Marina. Spacious guestroom with separate living areas and private balcony.
- Veranda Suites: Upgraded King guestroom with views of the Marina. Spacious guestroom with separate living areas and larger private balcony offering ample amount of space outdoors.

General Room Amenities:

- Free Wi-Fi available in guestrooms and public spaces, excluding meeting spaces
- Television with remote control, cable movie channels and in-room pay movies
- Turndown service available upon request
- Standard coffee maker equipped with decaf and regular coffee
- Individual controlled heating and cooling
- Hyatt Grand Bed®
- In-room safety-deposit box
- Mini refrigerator
- Iron / ironing board
- Two (2) standard in room phones
- Working desk and chair
- Hyatt pen and paper
- Dry cleaning bag
- Extra blanket and pillow
- Robe and slippers
- Ice bucket and two rocks glasses
- Two (2) bottles of water

Bathroom amenities:

- Standard bathroom amenities: body lotion, hand soap, soft cotton shoe cloth, cotton balls, lint mitt, shower cap, Q-tips, cleansing makeup remover towelette
- Standard shower amenities: shampoo, conditioner, and massage bar body soap
- Hairdryer
- Extra toilet paper

Private/Max occupancy:

- Bay I & II Buildings & Tower: Four (4) max occupancy
- Marina Suites: King – four (4) max occupancy & Queen Queen – six (6) max occupancy

Room size (sq. ft.):

- Bay I & II Buildings: 325 sq. ft.
- Tower Standard: 300 sq. ft.
- Tower Corner Suites: 490 sq. ft.
- Marina Suites: 600 sq. ft.
- Veranda Suites: 600 sq. ft.

Property services and amenities:

- Blue Marble Spa
- Mission Bay Sportscenter
- Hyatt's Private Marina
- 24-hour Business Center
- Waterfront 24-hour StayFit Gym
- Water playground offering three pools and waterslides
- Complimentary Wi-Fi access

Dining (onsite) options:

- **Market Mission Bay:** Follow the scents of freshly-baked bagels, hot croissants, and steaming Starbucks coffee down the marina to Market Mission Bay. Offering outdoor seating on the boardwalk with a view of picturesque Mission Bay, the Market serves a variety of specialty coffees & lattes, Frappuccino's, pastries, and hot panini sandwiches. It is just the place for a quick and easy breakfast or grab & go snack as well as a delightful spot to browse for the perfect souvenir. Start your day off right with a visit to Market Mission Bay!
- **SWIM Bar & Lounge:** Our casually elegant pool bar and lounge is poised to make waves in Mission Bay. Combining an urban vibe with seaside sophistication, this hot spot is the bayside community's long-awaited answer to contemporary style and entertainment offering sweeping bay views, imaginative cocktails and an inventive menu with strong influences from south of the border mixed with a Mediterranean flair. The 360-degree, 800-gallon aquarium in the center of our bar is a captivating signature design element. Dip into Swim Lounge's Baja-Mediterranean style cuisine, showcasing fresh and locally sourced ingredients. Swim offers even more ways to enjoy fresh and natural ingredients in a selection of inventive cocktails each blending fresh fruits, herbs, and top-shelf spirits. In addition to the extensive list of cocktails, Swim caters to beer aficionados with a wide selection of local and regional beers.
- **Red Marlin Restaurant & Terrace:** Located on beautiful Mission Bay, Red Marlin Restaurant boasts some of the most amazing waterfront dining and views in all of San Diego, with a fresh and sophisticated menu. Choose from several dining options, including the open-air terrace, the hip indoor and outdoor bar, several private dining rooms - a great choice for executive dinners after meetings - and the ultra-chic Red Marlin Chef's Table, with its own built-in fire pit and wine wall. Reserve this exclusive table for a wedding rehearsal dinner. Whether you're looking for an afternoon appetizer, a post-dinner sweet or a sunset cocktail, our Red Marlin Restaurant delivers it all. Set the mood for romance with a dinner on the terrace by our fire pit while watching the sunset on the Marina.

Saladin, Pierre

From: Sandmeyer, John
Sent: Monday, December 18, 2017 10:42 AM
To: Saladin, Pierre; Rains, David
Subject: FW: Updated Cruise San Diego Operating Plan for 2018
Attachments: Cruise SD Operating Plan 2017-2018.docx

Pierre, We approve of the 2018 Operating Plan that Ulka of Cruise SD sent to us (attached). I did not tell her this but let her know that I was in communication with your office for her point of contact.

Best

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

From: Ulka Pandya [<mailto:ulka@cruise-sd.com>]
Sent: Monday, November 27, 2017 1:08 PM
To: Sandmeyer, John <JSandmeyer@saniego.gov>
Subject: Updated Cruise San Diego Operating Plan for 2018

Hi Lt. Sandmeyer,

I hope this email finds you well. I was just writing to send over our updated Cruise San Diego Operating Plan for 2018. We only made changes to our schedule.

Please let me know if you have any questions.

Sincerely,
Ulka

--

Ulka Pandya
Managing Director
858-531-0577

EXHIBIT A

CRUISE SAN DIEGO OPERATING PLAN

Cruise San Diego is a locally owned and operated company providing passengers with 90 minute bay cruises that highlight the beauty, wildlife and history of Mission Bay.

A. Description of Operations

Cruise San Diego, LLC herein after referred to as (Cruise SD) and/or (Operator). In addition to the operating plan outlined below, the operator will observe rules as provided by the Code of Federal Regulations (CFRs) for T-boats as mandated by the United States Coast Guard (USCG).

Term of operating plan: January 1, 2018 through December 31, 2018.

1. Cruise SD will only conduct operations during the operating term.
2. Cruise SD will only utilize vessels with state of the art safety equipment, VHF radios, radar, chart plotter and depth finder.
3. Cruise SD will only conduct operations between the Mission Bay Channel North Jetty Entrance circumnavigating Ski Islands.
 - See Exhibit 1 for Route Map
4. The vessel crewmembers will at all-time strive to conduct themselves as professional and courteous to other mariners.
5. The operators will observe all applicable local, state and federal laws pertaining to commercial vessel operations.
6. The operator will permit the Lifeguard Division to inspect the vessel(s) 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 personnel.

7. The operator agrees to at all-times keep a safe minimum distance from other vessels.
8. Cruise SD understands the City reserves the right to make changes to operational and safety requirements at any time and will adhere to any/all changes made by the City. In addition, Operator recognizes the City will provide continuous and ongoing quality control oversight and will review Operator's operations annually during the term of each Agreement and will review it with Operator. Cruise SD will submit an annual operating plan to be reviewed by the Lifeguard Division. The Operator acknowledges that based on the results of any such review, the City may in its sole discretion make any changes to operations it deems necessary.

9. Hours of Operation

Cruise San Diego will operate 365 days per year, weather permitting. Cruise times may vary throughout the year depending on demand and sunset times.

- Summer Season (June 15th to Sept 15th)
 - Two – 75 minute Bay Cruises
 - 12:30 pm – 2:00 pm
 - 3:00 pm – 4:30 pm
 - Sunset Cruise
 - 7:00 pm – 8:15 pm
- Fall – Spring Season (Sept 16th – June 14th)
 - Sunset Cruise (times vary)
 - September – 6:00 pm – 7:15 pm
 - October – 5:30 pm – 6:45 pm
 - November – January – 4:30 pm – 5:45 pm
 - February – 5:00 pm – 6:15 pm
 - March & April – 6:30 pm – 7:45 pm
 - May -June 15th – 7:00 pm – 8:15 pm

10. Type of Vessel

- a. Cruise SD intends to operate one 65 foot Chaffee Motor Vessel boat certified to carry up to one hundred and thirty-three passengers (133). Operator may however elect to place a second vessel into service at any-time.

11. Vessel Operations

- a. Cruise SD will conduct all operations in strict accordance with all applicable USCG regulations.
- b. Cruise SD will at all times maintain close and constant radio communications with all other vessels and/or traffic in the area.
- c. Cruise SD may from time to time conduct operations and safety training in the area, such training may include incident simulation and/or rescue drills. Careful consideration shall be given to surrounding conditions and lifeguard services will be notified prior to conducting such training.
- d. While operating on the water, Operator will obey all no wake, speed limit and other traffic scheme buoys. In addition, USCG "Rules Of The Road" guidelines will be observed.
- e. Employ a zero tolerance pollution policy. All trash, whether on land or on the vessel, will be placed in a properly secured receptacle and disposed of in a dumpster at the end of each business day. No polluted liquid will be dumped into the water at any time.
 - See Exhibit 2 for Waste Management Plan
- f. At all-time respect the quiet enjoyment of those located around us.
- g. All passengers shall be thoroughly briefed on safety prior to trip departure.
- h. The vessel is equipped with outdoor navigation stations on both sides to allow for unobstructed visibility by vessel captains.
- i. All crew members will assist passengers as they embark and disembark from the vessel.
- j. The PA/audio system used on the vessel is for use by the captain for cruise/passenger information. Cruise SD will not play music loud enough to disrupt the surrounding environment in the bay.

B. Safety

1. Safety Equipment/Location

- a. Individual life jackets in benches of the galley
- b. Life ring and EPIRB on port side, upper deck
- c. Life rafts on the roof of the wheelhouse
- d. Bell outside of the wheelhouse
- e. PA system in the wheelhouse
- f. Five fire extinguishers located throughout the vessel
- g. Emergency bilge pumps in the engine room
- h. Automatic fire extinguishers in the engine room
- i. Saltwater fire hoses on the starboard side, upper deck
- j. First Aid Kit in the wheelhouse
- k. Drinkable water in the galley

2. Safety Briefing

Once the customers are aboard the vessel, the Captain will provide a safety briefing. This safety briefing is written out and located in the wheelhouse to ensure a consistent message.

- See Exhibit 3 for Verbal Safety Briefing

3. Maximum/Minimum Operating Specifications

- a. Maximum vessel speed
 - i. Cruise SD always considers safety first. It generally limits its vessels operations to no more than 6 knots.

b. Maximum Sea State Conditions

- i. Cruise SD will not operate in actual sea state conditions in excess of six (6) feet or any other condition deemed by the vessels captain as unsuitable or unsafe to conduct operations.

c. Minimum Depth of Operation

- i. Cruise SD will not operate in any water shallower than 5.4 feet (0.9 fathoms).

4. Identifying Markers

Operator's vessel shall be readily identifiable. The vessel Captain and crew shall wear attire containing the company logo, making them readily identifiable to clients, first responders and law enforcement.

5. Ocean Conditions and Safety

Bay Cruises shall only be conducted in the area identified in Exhibit 1.

Operator will check the Beach and Weather Report maintained by the San Diego Fire-Rescue Lifeguards (available by calling (619) 221-8824) each day before beginning operations. Operator will continuously monitor weather reports throughout each day of operations to monitor wind and water conditions on Mission Bay and the Pacific Ocean.

Cruise SD and its employees, agents and/or affiliates will adhere to all directions provided by Lifeguards, Park Rangers, other representatives of the CITY, or any other officer with authority to enforce local, state or federal law. In the case of disputes, supervisory personnel may be summoned, but the decision of Lifeguards regarding any particular matter on a given day is final and should be brought to the attention of the area Lifeguard Lieutenant as necessary at a later time.

Cruise SD understands that Lifeguards and Park Rangers reserve the right to terminate any operation based on safety considerations.

6. Accidents, Injuries and Reports

In the event of any accident or injury, regardless of severity, the Operator shall notify the lifeguard supervisor on duty as soon as possible. All rescues and medical aids involving customers or other personnel must be documented on the Operator's company reports.

7. Alcohol Policy

In an effort to promote a safe cruise environment, all passenger IDs will be checked to ensure a minimum age of 21. The bartender and all Cruise SD staff members will utilize their best judgment when choosing to serve alcohol to guests. The general rule for passengers will be to limit alcoholic beverages to two per person. If a passenger is visibly intoxicated prior to boarding the vessel, the crew member is to immediately notify the Captain. At which time, the Captain will determine if the passenger can board the vessel.

8. Anchoring the vessel in the Bay

At no time during a bay cruise or any other chartered/private event will the vessel be anchored or will guests be allowed to enter into the water.

9. Route for Cruises

The route map in Exhibit 1 is provided as a general route description for all cruise types. However, during high traffic days like weekends and holidays, Cruise SD will adjust the cruise routes so as to not interfere with other small vessels in the bay. This will include removing Fiesta Bay from the tour routes during the hours of 10:00 am to 6:00 pm on high traffic days.

10. Guest to Employee Ratio

The vessel carries a Certificate of Inspection of 133 passengers. This includes 128 guests and 5 crew members. Cruise SD will operate every cruise with 5 crew members.

C. Captain and Crew Qualifications and Requirements

1. Minimum Captain Qualifications

- a. Must be USCG Licensed for the appropriate operating area waters and vessel type, size, tonnage and passenger limitations as required by USCG. (or applicable equivalent outside U.S.)
- b. Must be current in certification of CPR and First Aid.
- c. Must be proficient in all aspects of emergency techniques and proper use of safety equipment and procedures.
- d. Must be currently enrolled in an approved random Drug testing program.

2. CPR and First Aid Requirements

Vessel Captain and crew must each possess any one (1) of the following CPR certifications:

1. American Red Cross
2. American Heart Association
3. Any other nationally recognized basic CPR training with certification

Additionally, the Captain and crew must each possess any one (1) of the following certifications:

1. Emergency Medical Technician (EMT)
2. American Red Cross Emergency Response
3. American Red Cross First Aid Basic
4. Any other nationally recognized first aid course with certification.

3. Minimum Age Requirements

Vessel Captain and crew must be at least eighteen (18) years of age.

4. Transportation Worker Identification Credential (TWIC)

All Vessel Captain must have a valid TWIC card while conducting operations.

D. Community Partnership

The owners of Cruise SD also own and operate other motor vessels all with an A rating from the USCG. The owners are passionate about the waters that surround San Diego and the environment in which they live. That is why is Cruise SD will continue to partner with the local community to minimize its impact on residents and other businesses by implementing Best Management Practices (BMPs). Such BMPs will be focused on but not limited to safe boating practices, water pollution prevention and preserving the quiet enjoyment of persons in and around the area.

Cruise SD will also remain active in local beach clean-ups, its support of wildlife conservation programs, the American Cetacean Society and other programs as it continues to grow its community outreach program.

EXHIBIT 1

ROUTE MAP



EXHIBIT 2

WASTE MANAGEMENT PLAN

All of the garbage generated on the vessel is placed into garbage bags and disposed of in trash containers at the end of each day. All crew members have been oriented to the requirements of MARPOL ANNEX V by the Captain and all new crewmen are specifically shown the MARPOL V PLACARD and told to keep all refuse stowed aboard. Passenger orientation to the vessel includes being shown the locations of the trash receptacles and mention of refuse discharge regulations.

EXHIBIT 3

VERBAL SAFETY BRIEFING

" Welcome aboard the Ohana. First I'd like to introduce the crew to you. On deck you have ____ and ____, in the galley, you have ____, and I am your captain, my name is _____. Before we get into trip details, I need everyone's attention so that I can go over mandatory Coast Guard Safety information with you. All individual life jackets are located in the benches marked in the galley, Life rafts are on the roof of the bridge and will be deployed if necessary and life ring in on the port side (the left side) of the upper deck. In the case of someone falling overboard, please grab the life ring and throw it in the direction of the person who fell over board and yell 'Man Overboard!' loudly and continuously until that person is safely back aboard the vessel. To keep yourself or someone else from going overboard, please hold on to the railings while walk around the boat, do not lean over past your waist and parents please hold on to your children's hands at all times. In the event of fire or any other type of emergencies, please remain calm and grab the nearest crewmember immediately. Inside the galley on the port (left) side, there is a placard demonstrating how to put on a life jacket, if needed. Please draw your attention to the nearest crewmember right now as they are demonstrating how to properly secure yourself in a lifejacket. We do not anticipate any emergencies, but in the event of one, please remain calm and take immediate instruction from the crew.

If you have any further questions, or concerns about the safety of the vessel or where safety equipment is located, please speak with a crew member anytime throughout the trip and they will assist you.

The Ohana is a drug free vessel, and any use of illegal substances will be reported to Harbor Patrol, Life guards and/or the United States Coast guard before we return to the dock.

We look forward to great journey with you. Sit back, relax and welcome aboard Ohana."

EXHIBIT 4

EMERGENCY RESPONSE PLAN

Although each emergency situation is unique in nature, the following minimum Emergency Response Plan will be followed in any occurrence:

A. Rough Weather at Sea or Crossing Hazardous Bars

1. Close all watertight and weathertight doors, hatches and air ports to prevent taking water aboard.
2. Keep bilges dry to prevent loss of stability.
3. Keep passengers seated and evenly distributed.
4. Have passengers put on life jackets if the going becomes very rough or if crossing a hazardous bar.
5. If assistance is needed, use the international distress call over the radiotelephone or call the Coast Guard.
6. Prepare life floats for launching.

B. Man Overboard

1. Throw a ring buoy overboard as close to the person as possible.
2. Post a lookout to keep the person overboard in sight.
3. Maneuver the vessel to keep the person in the water.
4. Have a crewman put on a life jacket, attach a safety line to him, and have him standby to jump in and assist the person overboard if necessary.

5. If the person is not immediately located, notify the Coast Guard and other vessels in the area by radiotelephone.
6. Continue the search until released by the Coast Guard.

C. Fire at Sea

1. Cut off the air supply to the fire. Close hatches, ports, doors, ventilators, etc.
2. Immediately use portable extinguishers at the base of flames for flammable liquid or grease fires and use water for fires in ordinary combustible materials.
3. If the fire is in machinery spaces, shut off fuel supply and ventilation and discharge fixed CO2 if installed.
4. Maneuver the vessel to minimize the effect of wind on the fire.
5. If unable to control the fire, notify the Coast Guard immediately and other boats in the area by radiotelephone.
6. Move passengers away from the fire, have them put on life jackets, and if necessary, prepare to abandon ship.

D. Operator's Responsibility

1. Nothing in these emergency instructions shall in any way exempt the operator from exercising good judgment in any emergency situation.
2. In case of emergency, call 911 or VHF radio "May Day" as necessary.