

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), SAN DIEGO HALL OF CHAMPIONS, INC., a California non-profit corporation (SDHC), to be effective upon execution by CITY and approval by the San Diego City Attorney, (Effective Date) as follows:

RECITALS

- A. SDHC is the "LESSEE," under that certain LEASE AGREEMENT dated July 1, 1999, filed as document No.00-17702 in the Office of the City Clerk of CITY, by and between CITY, as Lessor, and San Diego Hall of Champions, Inc., (Master Lease), relating to certain real property (Master Lease Property) more particularly described in Exhibit A, of the Master Lease.
- B. The Master Lease requires CITY'S consent to any sublease of the Master Lease Property.
- C. SDHC desires to Sublease a portion of the Master Lease Property, (EBS Sublease) to EBS Sports and Entertainment Inc., a California Corporation dba Home Plate, a California non-profit Corporation (EBS).

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

- 1. CITY'S Consent. Subject to the following terms and conditions, CITY hereby consents to SDHC's request to sublease a part of the Master Lease Property to EBS.
- 2. Subordination. The EBS Sublease is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the EBS Sublease.
- 3. Use. EBS's use shall be for operation of the "Home Plate Café" including catering and concessions services to SDHC's guests, invitees, licensees, contractors and employees and no other purposes and shall comply at all times to the Master Lease.
- 4. Indemnification. SDHC and EBS, 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 SDHC or EBS'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, EBS'S use of or operations on the Master Lease Property, the condition of the Sublease Premises, or from any act or omission of EBS'S 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 EBS, 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 EBS Sublease or this Consent. SDHC and EBS 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 EBS 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 of the time period that the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.
8. No Further Modification of Master Lease or SDHC 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.
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 CITY'S consent to the EBS 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. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Date: 1/12/11

SAN DIEGO HALL OF CHAMPIONS, INC.

BY: Alan R. Kidel
Name & Title: Alan R K100 President

THE CITY OF SAN DIEGO,
a California municipal corporation

BY: [Signature]
Name & Title: James F. Barwick, CCIM
Director, Real Estate Assets

Approved as to Form and Legality

JANL GOLDSMITH, City Attorney

Date: 1/20/11

BY: [Signature]
Name: _____
Title: SEA

PP/cb
1-4-11

I:\Support Staff Group\WPO\2011\PHILLIPS\CONSENT TO SUBLEASE- HALL OF CHAMPIONS 1-4-11 doc

AGREEMENT FOR HALL OF CHAMPIONS CAFÉ AND ALCOHOLIC BEVERAGE SERVICES

This Agreement ("Agreement") is entered into as of January 1, 2010, by and between EBS Sports & Entertainment, Inc. doing business as Home Plate, a California corporation ("EBS"), and San Diego Hall of Champions, Inc., a California Non-Profit corporation ("HOC"), with reference to the following facts:

1. HOC operates a San Diego Sports Museum in Balboa Park ("Museum") and desires to provide to visitors to the Museum, and to members of the public, food and beverage services in its Café, to be known as "Home Plate". The Museum also serves as a venue for events, some of which include alcoholic beverage services.
2. EBS is a food server, provider, planner and café operator who desires to provide the food and beverage services in the café and to lease and equip the café suitably for its operations. EBS also holds the State of California Alcohol and Beverage Control Board License Type 47/58 and desires to be the provider of alcoholic beverage services on the Museum premises.
3. HOC operates the Museum under a lease agreement ("Balboa Park Lease") with the City of San Diego ("City"), not a party to this Agreement. The Balboa Park Lease between HOC and City requires that City approve this Agreement and that EBS consent in writing to assume certain rights and obligations under the Balboa Park Lease, including Section 5.01 (indemnity) and Section 5.02 (insurance). A copy of the Balboa Park Lease is attached hereto as Appendix A and Sections 5.01 and 5.02 are specifically incorporated herein by reference.

NOW, THEREFORE, the parties do hereby agree as follows:

A. Café Operations

1. Café Responsibilities of EBS.

- a. EBS agrees that it will maintain in good operating condition all existing café equipment. In the event EBS needs additional equipment to carry out its responsibilities under this Agreement, EBS shall be solely responsible for the cost of same and any and all related design, equipment layout, and Health Department and City Planning Department approvals. EBS shall not be reimbursed or otherwise compensated for any such additional equipment except as provided for in Section F herein.



- b. EBS will pay for telephone, trash and other maintenance items in the café. EBS shall be responsible for all cleaning and for the disposal of all waste related to the use and operation of the café including, but not limited to, the cleaning and maintenance of the grease trap.
- c. EBS shall pay any and all taxes relating to the use and operation of the café.
- d. EBS shall provide to HOC a quarterly report listing by date total food and beverage sales. The report will include a monthly total and year-to-date accounting of all monthly totals. EBS shall allow HOC to inspect and review any files relating to the use and operation of the café upon request.
- e. EBS shall obtain prior approval from HOC and the City for any and all improvements, construction and/or permanent alterations to the premises by EBS, including approval of the design and cost thereof, and EBS shall be solely responsible for ensuring compliance with all applicable city, state, and federal requirements.

2. Café Responsibility of HOC.

- a. HOC agrees that it will provide and maintain the following café improvements at its cost:
 - Walls, within the service & prep area (per Health Department requirement)
 - Wall, within the seating/dining area
 - Ceiling tiles above the service and preparation area (per Health Department requirement)
 - Ceiling tiles above the seating/dining area
 - Electrical outlets
 - Plumbing stubs to walls in the café
 - Floor drains (per Health Department requirement)
 - Lighting fixtures within the service, prep and seating area
- b. HOC will provide for and pay for electricity, gas, water and sewer charges for the café operations.

B. Beverage Services.

1. Beverage Catering. EBS will provide all beverage services for events requiring alcoholic beverage service at the Museum during the term of this Agreement, pursuant to the State of California Alcohol and Beverage Control Board license Type 47/58. This includes but is not limited to: spirits, beer, wine and non alcoholic beer and wine.
2. Donated Beer, Wine or Spirits. EBS has the sole discretion to allow beer, wine or spirits ("Alcoholic Beverage") on the licensed premises. HOC will notify EBS via email at the time of contact with any client or caterer requesting to bring "Alcoholic Beverage" into the Museum. EBS will notify HOC via email in the converse situation wherein they are the first contact. In either case, EBS has the sole discretion to allow "Alcoholic Beverage" and not until HOC has EBS's written authorization should any client be told they may bring "Alcoholic Beverage" onto the licensed premises. Written authorization may not be unreasonably withheld.

In any instance wherein EBS is not providing "Alcoholic Beverage", EBS will not charge for individual corkage, but will provide and charge to the client labor and rentals to accommodate this request which covers all corkage costs. In the event HOC is the client, EBS will provide and charge for labor and rentals at its cost without any markup.

For any non-profit organization to directly or indirectly sell "Alcoholic Beverage" on the licensed premises of HOC, EBS must officially notify the Alcohol Beverage Control office that they have relinquished the EBS license and the non-profit organization has applied for a permit to service "Alcoholic Beverage" during this period. On any date wherein EBS relinquishes its license, EBS will charge client for any labor and rentals to accommodate this request.

3. Retail Pricing. HOC shall mutually agree on the schedule of pricing with EBS. Pricing will be reviewed on an annual basis in the month of January.
4. Reporting. Following the end of each quarter, EBS shall produce and deliver to HOC a schedule of events which took place during the prior month that will include the date of the event, and total food and/or beverage sales for each such event. In addition, the schedule will include 12 month activity totals on a monthly and yearly basis.

5. Notification of Events. HOC will notify EBS via email referral form when an inquiry/customer requiring a bar presents itself, confirms with the HOC, or cancels with the HOC. EBS will do likewise.
6. Licenses and Fees. EBS shall solely pay for all such licenses and related fees. EBS shall maintain all licenses necessary to the terms of this Agreement in good standing at all times during the term of this Agreement.

C. Rent/Commissions.

1. In lieu of paying rent and/or commissions to HOC, EBS shall maintain an annual All-American membership with the HOC throughout the term(s) of this Agreement.
2. EBS shall make a donation through the HOC in the amount of \$125,000 over the period of the initial term of this Agreement, the contribution to be made on the basis of \$25,000 per year paid in equal quarterly payments starting April, 1 2010 for the previous quarter. This commitment shall be renewed and continued in the event the term is extended. The EBS donation will receive recognition by HOC in its written materials and other public releases equivalent to other donations made at the same level, with appropriate recognition also being provided on the Donor Wall. In addition, the donation qualifies EBS's on-premise cafe known as "Home Plate" to be a preferred partner of HOC and have a place on the approved caterers list.

D. Term.

1. The term of this Agreement will be for one five (5) year term commencing on January 1, 2010 and terminating on December 31, 2014. At the end of the term, all attached equipment paid for and installed by EBS shall be turned over to HOC. Provided that EBS is not in default, EBS shall have a first option to extend this Agreement for an additional period of five (5) years (the "First Extended Term") by giving notice to HOC no later than 90 days before the expiration of the initial term. Provided that EBS is not in default, EBS shall have a second option to extend this Agreement for a second additional period of five (5) years (the "Second Extended Term") by giving notice to HOC no later than 90 days before the expiration of the First Extended Term. Such Extended Terms shall be subject to all of the terms, covenants and conditions of this Agreement.

E. Consent by EBS to the Provisions of the Balboa Park Lease.

1. By signing this Agreement, EBS acknowledges that it has reviewed and understands the terms of the Balboa Park Lease attached hereto as Appendix A, and EBS consents and agrees to assume the rights and obligations required of it as a subtenant under the Balboa Park Lease including, but not limited to, the provisions of Section 5.01 (indemnity) and Section 5.02 (insurance).

F. Termination.

1. Either party may terminate this Agreement for any reason upon 60-days written notice to the other party. If this agreement is terminated pursuant to this provision by HOC, then HOC shall reimburse EBS for its cost of permanent improvements to the premises as follows:

If terminated by HOC in 2010.....100% of the approved cost

If terminated by HOC from 2011 to December 2014, the approved cost of the permanent improvements will be reduced by 1.67% per month for each month EBS occupies the premises from the time the approved improvements are completed.

(e.g. if HOC terminates this agreement in June of 2013 and the cost of the improvements were \$100K which were completed in May 2010, then the balance of the improvement costs owed to EBS by HOC would be \$38,210)

2. Any issue relating to non-performance under this Agreement shall be made in writing to the other party. The alleged defaulting party will be allowed fifteen (15) days to resolve the claim of default before this Agreement may be immediately terminated for cause.

G. Miscellaneous.

1. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed to be severed from and shall not affect the remainder of this Agreement.
2. Drafting. This Agreement was drafted with the joint participation of the parties and/or their legal counsel; any ambiguity contained in this Agreement shall not be construed against any party as the draftsman, but this Agreement shall be construed in accordance with its fair meaning.



3. Notices. All notices and demands required or permitted to be given hereunder shall be in writing and shall be deemed given on the date of delivery, if personally delivered or, if expressed, on the next day after depositing it with an overnight express delivery service, in sufficient time for next day delivery, charges prepaid and properly addressed as follows:

EBS: EBS Sports & Entertainment, Inc.
415 Laurel St STE 306
San Diego, CA 92101
Fax: (619) 232-5327
Attn: Michael Graham

HOC: San Diego Hall of Champions
2131 Pan American Plaza
San Diego, CA 92101
Fax: (619) 234-2544
Attn: Alan Kidd

Any party may change its address or facsimile number as provided above by giving written notice to the other party.

4. Time is of the Essence. Time is of the essence with respect to each provision of this Agreement.
5. No Assignment. No party may assign its rights or delegate its duties under this Agreement without the express written approval of the other party.
6. Binding Effect. Subject to the covenants, conditions and City approvals set forth herein, this Agreement shall be binding on and inure to the benefit of the respective assigns, successors-in-interest, administrators, and representatives of the parties.
7. No Third Party Beneficiary. Excepting those obligations assumed herein by EBS to the City, this Agreement is for the exclusive benefit of the parties, creates rights and duties only with respect to the parties, and is not intended to benefit any other person or entity.
8. Entire Agreement. This Agreement represents the entire Agreement between the parties regarding the transaction contemplated herein, and no other representations, agreements, arrangements or understandings, oral or written, exist among the parties not expressed herein.

9. Further Assurances. The parties shall take such actions and shall execute and deliver such documents as may be reasonable or necessary to effectuate the purposes and intent of this Agreement.
10. Amendments. No amendment or modification of, deletion from, or addition to, this Agreement shall be effective unless it is in writing and is executed and delivered by both of the parties.
11. Authority. Each person executing this Agreement represents and warrants that he, she or it, as the case may be, has proper authority to bind the party on whose behalf the Agreement is being executed.
12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
13. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of California. Any dispute shall be adjudicated in San Diego, California.
14. Arbitration. In the event of any dispute between the parties which cannot be resolved by negotiation, the parties agree that they will use arbitration to resolve the issue. The parties agree that such disputes shall be arbitrated in San Diego County under the Commercial Rules of the American Arbitration Association and that a single arbitrator agreeable to both parties will make the decision. The arbitrator shall have the authority to award reasonable attorney's fees and costs of suit to the prevailing party.

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

EBS Sports & Entertainment, INC.

By:  (All Pages Signed)
Michael Graham, President and Secretary

SAN DIEGO HALL OF CHAMPIONS

By: 
Alan Kidd, President



CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES OF MORE THAN FIVE YEARS

Before the City of San Diego 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):

Hall of Champions

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):

EBS Sports & Entertainment, Inc.

Date this Questionnaire completed: 11/12/2009

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

Signature: [Signature]

Title: PRESIDENT, EBS Sports & Entertainment, Inc.

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate 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:

PROPOSED (SUB)LESSEE

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

EBS SPORTS & ENTERTAINMENT, INC

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

415 LAUREL ST #306

SAN DIEGO, CA 92101

Telephone No.: 619-248-7274 Fax. No.: 619-232-5327

E-mail Address: MIKE@EVENTBEVERAGE.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 (X);

Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): Jan 1, 2010

N/A

PARTNERSHIP STATEMENT

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

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

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

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

General/Limited	Name	Address	Share %

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

CORPORATION STATEMENT

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

1. Type of corporation: C () Subchapter S (X)
2. When incorporated? Feb 2006
3. Where incorporated? CALIFORNIA
4. Is the corporation authorized to do business in California? Yes (X) No ()
If so, as of what date? Feb 2006
5. The corporation is held:
 - a. Publicly () Privately (X)
 - 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: | <u>1000</u> | <u>1000</u> | <u>0</u> |
| b. Number of nonvoting shares: | <u> </u> | <u> </u> | <u> </u> |
| c. Number of shareholders: | | | <u> </u> |
| d. Value per share of Common Stock: | | Par | \$ <u>0</u> |
| | | Book | \$ <u> </u> |
| | | Market | \$ <u>0</u> |

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:	<u>Michael S. Graham</u>
Title:	<u>PRESIDENT</u>
Address:	<u>415 Laurel St #306</u>
	<u>SAN DIEGO, CA 92101</u>
No. of Shares:	<u>1000</u>

N/A

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].)

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

N/A

LIMITED LIABILITY COMPANY STATEMENT

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

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

Manager/Officer/ Member	Name	Address	Share %

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

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

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

OTHER INFORMATION

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

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

REFERENCES FOR PROPOSED (SUB)LESSEE

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

REFERENCE NO. 1

Name: JOAN CRISAFULLI
Firm: BETHING THE SCOWERS
Title: RESIDENT
Address: 9888 WAPLES, SD, CA 92121
Telephone: (619) 921-5208

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

BUSINESS

REFERENCE NO. 2

Name: RICH BENARD
Firm: SAN DIEGO AIRCRAFT CARRIER MUSEUM
Title: COO
Address: 910 N. HARBOR DRIVE
Telephone: 619-398-2227

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

LANDLORD IN ANOTHER COMPANY MIDWAY PARTNERS, LLC
DBA FANTAIL CAFE.

REFERENCE NO. 3

Name: CHRIS CANNING
Firm: NTC FOUNDATION
Title: Director Special Events
Address: 2801 Rossmore St. SD, CA, 92106
Telephone: (619) 881-7400

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

BUSINESS

REFERENCE NO. 4

Name: BILL GARRETT
Firm: YOUNG MARKET CO.
Title: SALES
Address: 8330 Miraloni Dr #A SD, CA 92126
Telephone: 619-972-1067

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

Supplier

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

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

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

First, Middle, & Last Name	<u>Michael Scott Graham</u>
Date of Birth	<u>03/01/66</u>
Place of Birth	<u>ROME, NY</u>
Social Security Number	<u>099-58-6770</u>
Driver's License Number/State	<u>CA - D6499466</u>
Home Address	<u>415 Laurel St #306 SD CA 92101</u> <u>2542 Front St SD CA 92103</u>
Previous Address	<u>3156 5th Ave SD CA 92103</u> <u>110 Maple St SD CA 92103</u>
Home Telephone No.	<u>(619)-248-7274</u>
Employer	<u>EVENT BEVERAGE SOLUTIONS, INC</u>
Occupation	<u>MANAGEMENT</u>
Business Address	<u>415 Laurel St #306 SD CA 92101</u>
Business Telephone No.	<u>(619) 232-4827</u>
Business Fax No.	<u>(619) 232-5327</u>

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

Date 11/12/09 Signed 

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

EBS SPORTS & ENTERTAINMENT, INC

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.

WE WILL BE MANAGING & OPERATING THE ON-SITE CAFE
DATERUNG . ON-SITE / OFF-SITE WITHIN BALBOA PARK.

PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ALREADY EXISTING OPERATION TAKING OVER
LEASE. NO BUILD CURRENTLY REQUIRED.

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:

FORECAST SALES.

Year of Operation	Uses (Identify Each Use)				
	F&B				
2010	\$178,805	\$	\$	\$	\$
2011	187,745				
2012	191,500				
2013	195,330				
2014	200,000				

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.

See Resume.

Next page

Michael S. Graham, BS, ECM

PROFESSIONAL EXPERIENCE:

President, Owner EBS Sports & Entertainment, Inc. and Event Beverage Solutions, Inc.
San Diego, CA June 2003 / February 2006- Current
-- Sports and Entertainment Company(s) Specializing in Catering, Concessions, & Venue Management

- Full Business Profile available upon request www.eventbeverage.com
- Planned, Organized and Funded Startup.
- Specializing in hospitality catering and concessions for concerts and large sporting events up to 70,000 attendees

Partner, The Irish Embassy, LLC, Durango, CO (Opened July 2008)
November 2007 - Current -- The Irish Embassy, Irish Pub

- Acted as Managing Partner over saw the financial aspect of the build and operations through December 2008.
- Wrote Business Plan and worked with our bank to secure nearly \$700K financing package.
- Sales and profitability on track with plan.

Partner, Midway Partners, LLC, San Diego, CA
April 2004 - Current -- Fantail Café and Bar Catering Services aboard the San Diego Aircraft Carrier Museum (USS Midway)

- Planned and Built Cafe and Bar Space on-board the USS Midway
- Oversee Day to Day Operations of the Fantail Café
- October 2004 obtained exclusive management contract to manage bar catering for special events (managed approximately 450 functions with the average function size of 500)
- Implemented managerial and employee training & incentive programs to instill company's values, vision and goals
- Employ alcohol awareness training program in conjunction with the Department of Alcoholic Beverage Control (ABC) L.E.A.D. Program for all staff involved with the service of alcohol
- Oversee 80+ employees which we share between our companies.

Partner, Tastes Group, LLC, Escondido, CA
March 2007 - Sold July 2009 -- Tastes Restaurant, Wine Bar & Retail

- Restaurant Established 2005
- Locally recognized for our food quality and wine pairing.

Owner, AdMaker Software, San Diego, CA

September 2001 – 2004 -- Marketing Automation Software

- Developed a software idea from idea to patent disclosures
- Assembled an A+ rated development team & advisory board
- Presented idea to Venture Capitalists
- Developed software through simple prototype phase

Consultant, Aspen Park Drug Company, Conifer, CO

2000 – 2001 Independent Consultant

- Contracted to evaluate and prep company for retirement sale
- Evaluated operations made operational change recommendations

President, Owner, Service Edge, Baltimore, MD

1997 – 1999 – Restaurant Based Business Development Research Firm.

- Researched marketing techniques and consumer responses within the chain restaurant/food delivery industry for the purpose of finding new ways to generate sales other than through normal medium of marketing and advertising
- Conducted three separate test markets and program proved to be successful in a test market environment
- Created market share through the use of various marketing and public relations techniques
- Analyzed program's results in preparation for implementation into a chain restaurant environment

General Manager, Uno Restaurant Corporation, Washington DC & Waldorf, MD

1995 – 1997 -- Publicly Traded Restaurant Chain

- Appointed to the East Coast Turn-Around Management Team.
 - Analyzed Restaurant Physical operations and financials
 - Identified problems
 - Created and implemented turn-around management programs geared toward turning the operation into a profitable restaurant.
- Appointed manager of highest volume unit in chain (with 5+ million in yearly sales)
- Implemented management and employee relationship programs
- Budget and inventory preparation/control
- Scheduling
- Development of team members and managers
- Resolution of guest problems

President, Owner Service Edge Restaurants, Inc. Chautauqua, NY
Multi-Concept Restaurant Company

- Planned, Organized and Staffed Turnaround/Start-up of four high volume food operations
- Led Turnaround by launching a series of high impact marketing and operating programs that increased gross revenues by 375% and profits by 300+% first year of operation and growth continued at 15% to 20% until operations were sold
- Reduced costs and increased productivity by 20% and 10% respectively
- Trained and supervised nine managers responsible for 125 FT & PT employees
- Implemented managerial and employee training programs to strengthen company's vision, values and goals to ensure that both company and personal goals were met
- Instituted management profit sharing and incentive plan

EDUCATION:

Cornell University, BS, School of Hotel Administration, Ithaca, NY

BS in Hotel Restaurant Administration

- Self-Directed with a focus in multi-unit restaurant operations, food and beverage operations and cost control management
- Life Experience in entrepreneurial start-up, business development/marketing, finance, marketing, profit/loss analysis and turnaround management

Awards: Joseph Drown Award Finalist

National Association of Concessionaires, CCM & ECM Certification Program

- CCM: Certified Concession Manager
- ECM: Executive Concession Manager

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

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

Please summarize the terms and conditions of the purchase, sale, or transfer of (Sub)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).