

SAN DIEGO UNIFIED PORT DISTRICT

**SUBLEASE SUMMARY
FOR SUBLEASES OF FIVE YEARS OR LESS (INCLUDING OPTIONS)**

Please complete all of the information requested in this Sublease Summary and return it to the District. Please *do not* submit a copy of the Sublease document itself.

THIS SUBLEASE SUMMARY COVERS A (check one):

_____ New Sublease

_____ Sublease Amendment

_____ Renewal of an existing Sublease

_____ Assignment of an existing Sublease

from _____ (name of existing Sublessee)

effective _____ (date)

MASTER LEASE INFORMATION

1. Name of District's Lessee: _____

2. Mailing address: _____

Street Address or P.O. Box
City, State, Zip Code

3. Telephone No.: (____) _____

4. Facsimile No.: _____

5. Email Address: _____

6. Name of person completing this form: _____

This Summary contains six (6) Pages.

SDUPD Form No. 320
Revised 07/13/2023

SUBLEASE INFORMATION

1. Name of (proposed) Sublessee: _____

2. Location of area to be subleased: _____

(e.g., street address and suite number, or attach a drawing with sublease area outlined in red)

3a. List ALL uses permitted under Sublease. Please be specific.

3b. If there is a project associated with this Sublease that requires a Tenant Project Application, please indicate if the application has been submitted and describe the project.

3c. If Sublease is for a charter operation, list for each vessel:
Name of vessel _____ Size of vessel _____
Number of passengers permitted to be carried for each vessel _____

4. **Total** term of Sublease (5 years or less including options): ____ Yrs. ____ Mos.

Commencement date: _____

* Expiration date (at conclusion of all options): _____

Number of options to renew, if any, and duration of each option (subleases in excess of 5 years including options must be approved by Board of Port Commissioners): _____

* **Notify District upon early termination.**

5. Area covered by Sublease:

Land _____ sq. ft. Buildings _____ sq. ft.
Water _____ sq. ft. Piers _____ lin. ft.

6. Rent provisions of Sublease for the entire term: _____

7. Sublessee intends to operate the business as a:
 Sole Proprietorship Partnership Corporation
 Limited Liability Company Other _____.

The Sublessee's owner(s) and each owner's percentage ownership are as follows:

OWNER NAME	Ownership %

Date this Summary completed: _____.

The information furnished in and with this Sublease Summary is true, complete, and correct to the best of our knowledge. The Sublease complies with, and is subject and subordinate to, all of the terms and conditions of the District's Master Lease. We understand and agree to be bound by the conditions set forth on pages 4, 5 and 6 of this Sublease Summary.

DISTRICT'S LESSEE

SUBLESSEE

Signature

Signature

Name: _____

Name: _____

Thank you for taking the time to complete the Sublease Summary. Lessees may contact District Real Estate Department if they have any questions. Please return form via email to your asset manager, or via DocuSign link, or via hardcopy to:

REAL ESTATE
 SAN DIEGO UNIFIED PORT DISTRICT
 POST OFFICE BOX 120488
 SAN DIEGO, CA 92112-0488
 TEL. (619) 686-6291
 FAX. (619) 686-6297

SAN DIEGO UNIFIED PORT DISTRICT
CONDITIONS WHICH ARE BINDING
ON SUBLEASES OF FIVE YEARS OR LESS

1. The Sublease shall not be modified or amended without prior written consent of the District in each instance, nor shall Sublessee be permitted to holdover upon termination of the Sublease. Upon request, Lessee shall furnish District with a copy of the executed Sublease document(s).
2. Lessee shall continue to pay monthly rent to the San Diego Unified Port District as provided for in the Master Lease, including any percentage rent(s) applicable to Sublessee's gross income. In calculating the rent to the District, the Master Lease shall control and, in particular and without limitation, gross income shall be determined as defined by said Master Lease, any provisions in the Sublease notwithstanding.
3. Unless otherwise directed by District, Lessee shall require Sublessee to keep books, records, reports of sales, and financial statements in a like manner as such are required by provisions of the Master Lease. All said books, records, reports of sales, and financial statements shall be made available to the auditors of the District in San Diego County.
4. Lessee shall not further sublease or permit any occupancy or assignment of any interest in the leased or Subleased Premises or, any part thereof, without the prior written consent of the District in each instance, in accordance with the provisions contained in the Master Lease.
5. If Sublessee is a corporation, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment, hypothecation, dissolution, change, pledge, encumbrance, transfer or sale, voluntary or involuntary, of a controlling interest in the voting stock of Sublessee; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the respective interests of the stockholders of Sublessee without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling the corporation named herein as Sublessee are a part of the consideration for the District consenting to the Sublease, and said parties do hereby specifically agree to maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District;

provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.

6. If Sublessee is a partnership, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment, hypothecation, withdrawal, admittance, dissolution, change, pledge, encumbrance, transfer or sale, in whole or in part, including without limitation, as a result of an election or action by the parties comprising Sublessee, whether voluntary or involuntary, by operation of law or otherwise, of the Sublessee or the general partner(s) of Sublessee; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the general partner(s) of Sublessee, including without limitation, any withdrawal, admittance or change, whether voluntary, involuntary, by operation of law or otherwise without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling Sublessee, specifically including, but not limited to, the general partner(s), are a part of the consideration for the District consenting to the Sublease and said parties do hereby specifically agree to, except as prohibited as a result of death or disability, maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease, or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District in each instance; provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.
7. If Sublessee is a limited liability company, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation, or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment hypothecation, withdrawal, admittance, dissolution, change, pledge, encumbrance, transfer or sale, voluntary or involuntary, of any interest of a member's managing interests, limiting interests or membership interests; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the respective interests of the parties comprising Sublessee without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling Sublessee, specifically including, but not limited to, members of the limited liability company,

are a part of the consideration for the District granting consent for this Sublease and said parties do hereby specifically agree to maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District in each instance; provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.

8. In the event a rent review under the Master Lease occurs during the term of the Sublease, or the rent due under the Master Lease is otherwise changed for any reason, then the rent Lessee shall pay District for the Subleased Premises shall be adjusted from time to time in accordance with the rent provisions contained in the Master Lease. Lessee shall provide for a like adjustment of rent in the Sublease.
9. By consenting to this Sublease, the District is not consenting to any changes or modifications to any of the terms, covenants, and conditions of the Master Lease. The Sublease shall be, and remain, subject and subordinate to the terms, covenants, and conditions of the Master Lease, and furthermore, in the event of any conflict or inconsistency between the Sublease and the Master Lease, the provisions of the Master Lease shall govern and prevail. The District has not reviewed the terms and conditions of the Sublease document, and shall not at any time be a party to said Sublease or be in privity with said Sublessee.
10. The Sublease shall not permit improvements which are estimated to cost in excess of \$100,000, or which will cause a significant change in the silhouette or appearance of the area.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS “CONDITIONS WHICH ARE BINDING ON SUBLEASES OF FIVE YEARS OR LESS,” AND UNTIL FURTHER NOTICE, THE DISTRICT’S CONSENT FOR THE SUBLEASE COVERED BY THIS SUBLEASE SUMMARY IS DEEMED GRANTED UNLESS THE DISTRICT NOTIFIES THE MASTER LESSEE IN WRITING THAT CONSENT IS DENIED. THE DISTRICT’S DENIAL OF CONSENT SHALL EITHER BE SERVED PERSONALLY ON LESSEE OR SENT TO LESSEE BY EMAIL, DOCUSIGN, OR CERTIFIED MAIL NOT LATER THAN THIRTY (30) DAYS FOLLOWING THE DISTRICT’S RECEIPT OF THIS SUBLEASE SUMMARY.

FOR INTERNAL USE ONLY	
CONSENT TO SUBLEASE	
Anthony Gordon Assistant Vice President, Real Estate San Diego Unified Port District	Date