

FIRST AMENDMENT TO LEASE

15th Amendment
L-9175

WHEREAS, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the SAN FRANCISCO PORT COMMISSION, hereinafter called "PORT," Landlord, and JOSEPH SVEDISE, doing business as UNITED SHELLFISH COMPANY, hereinafter called "TENANT," did on the 11th day of February 1976 enter into a lease commencing on April 1, 1975 for certain property fully described in said lease;

WHEREAS, TENANT desires to add approximately 200 square feet to the leased premises to allow for the expansion of his fish processing facilities;

NOW, THEREFORE, pursuant to paragraph 26 thereof, PORT and TENANT do hereby agree, and do hereby amend, said lease as follows:

A. Paragraph 1 is to be deleted and the following substituted therefore:

"1. Letting. PORT hereby leases to TENANT the real property and improvements thereon situated in the City and County of San Francisco, State of California, more particularly described on Exhibits "A" and "A-1" attached hereto and incorporated herein by this reference, and all replacements of and additions to said improvements made during the term to have and to hold for the term terminating on April 30, 2036. Said real property and improvements thereon, and all replacements thereof and additions thereto, are hereinafter collectively called the "leased premises"."

B. Paragraph 2 is to be deleted and the following substituted therefore:

"2. Rental. TENANT agrees to pay to PORT a ground rental for that area described in Exhibit "A" for the first five (5) years of the term hereof in the amount of \$326.00 per month, payable in advance on the first day of each

EXHIBIT B

month. TENANT agrees to pay to PORT a ground rental for that area described in Exhibit "A-1" for the first year of the term hereof in the amount of \$125.00 per month, payable in advance on the first day of each month. (If TENANT goes into occupancy, or if this lease commences on other than the first day of the month, the rent for that month will be apportioned as the number of days of occupancy bears to the month. The anniversary date of this lease will, however, in that case, be the first day of the month following the date of actual occupancy. If the lease commences on the first day of the month the anniversary date will be that date.) At the end of the fifth (5th) year of the lease, that is, on March 31, 1980, and at the end of every five (5) year period thereafter, the ground rental for that area described in Exhibit "A" shall be adjusted for the succeeding five-year period, commencing with the anniversary date in direct proportion to any increase or decrease in the cost of living index from the base date to the last date prior to the anniversary date for which the index is published. One year after the First Amendment to this lease commences and at the end of each year thereafter, the ground rental for that area described in Exhibit "A-1" shall be adjusted for the following year, commencing with the anniversary date in direct proportion to any increase or decrease in the cost of living index from the base date to the last date prior to the anniversary date for which the index is published. The cost of living index shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index (All Items: 1967=100), San Francisco-Oakland, California and its successor the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for All Urban Consumer (All Items: 1967=100), San Francisco-Oakland, California. If either of the aforesaid indices is no longer published, the PORT shall use such index as is substantially similar in nature to the present

publication, and appropriate adjustment shall be made, if necessary. The date on which the base shall be determined for that area described in Exhibit "A" shall be the quarter ending the month of March 1975, and the parties agree that the index was 156.0 for that month. The date on which the base shall be determined for that area described in Exhibit "A-1" shall be the quarter ending the month of February 1978, and the parties agree that the index was 203.9 for that month.

TENANT guarantees to land 100 tons of San Francisco Port Commission Tariff 3-C item 860 cargo on the premises per month at the wharfage rates in effect; in the event 100 tons of said cargo is not landed TENANT shall pay, within ten (10) days after the end of the month, the amount of wharfage necessary to yield tariff charges that would have accrued to PORT if 100 tons of said cargo had been landed at the premises."

C. Paragraph 5 is to be deleted and the following substituted therefore:

"5. Use of Premises. The premises are to be used to conduct wholesale fish processing, fish storage and marine food preparation and such other uses as are reasonably related thereto. This shall not include any retail sales nor sales to any persons or entities who are not engaged in the retail sale of fish and marine food, who do not intend to transact retail sales of such items nor who intend to consume such items. The rental provision set forth in paragraph 2 was determined in consideration of the specific use TENANT makes of the premises. PORT considers TENANT's use to be an important contributing activity to the character of Fisherman's Alley. Any change in the use or in the type or class of business conducted by TENANT hereunder shall be made only upon the express written consent of PORT."

D. Except for the amendments expressly set forth herein, all other terms, covenants and conditions of said

lease, as amended, are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused
this Amendment to be executed this 17th day of May, 1979.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating
by and through the SAN FRANCISCO
PORT COMMISSION,

By *Edward L. Dand* PORT

JOSEPH SVEDISE, doing business as
UNITED SHELLFISH COMPANY,

By *Joseph Svedise* TENANT

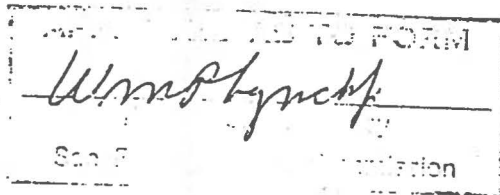
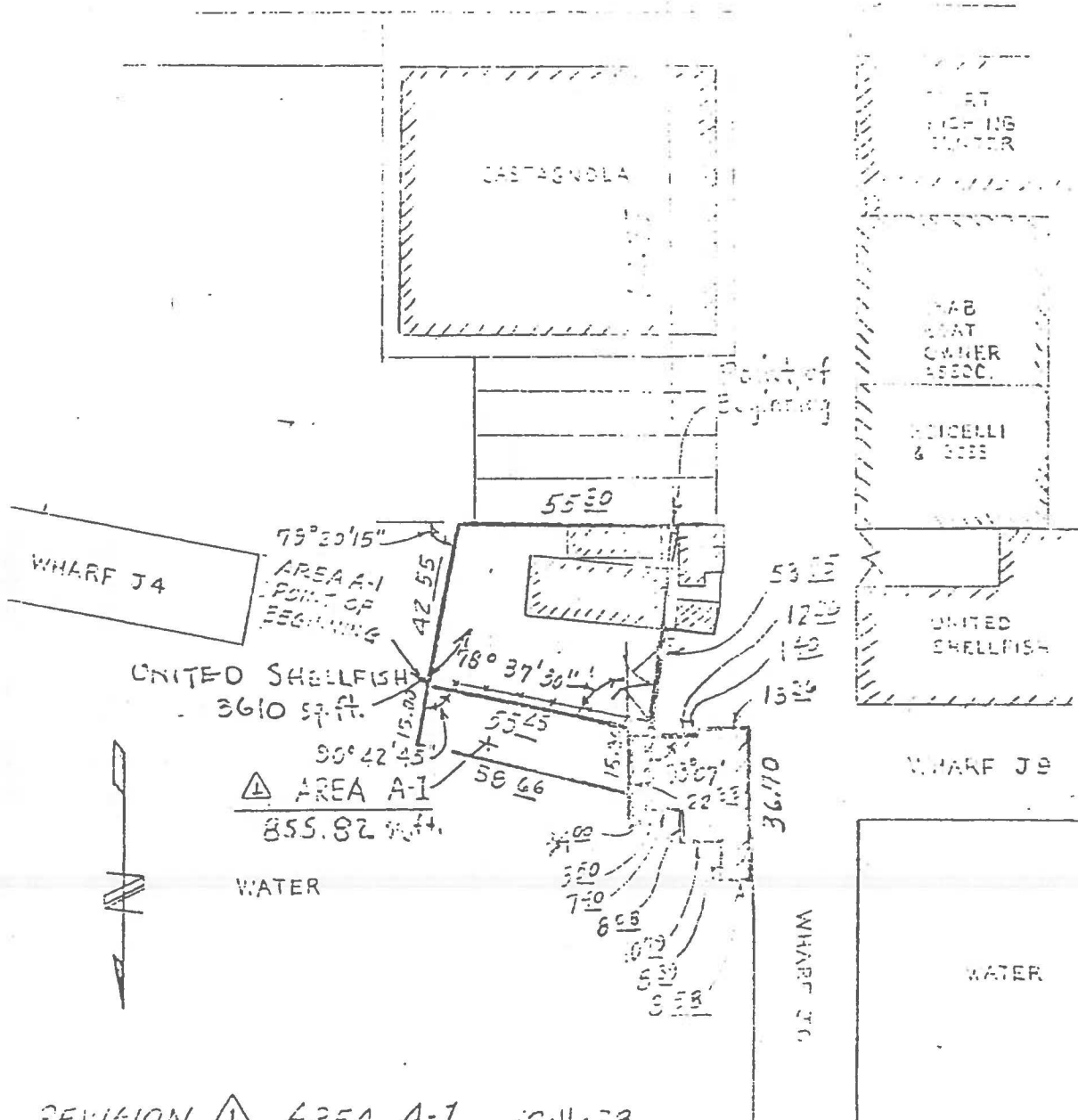


EXHIBIT B

JEFFERSON ST.



REVISION Δ 1 AREA A-1 12-11-73

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

DESIGNED BY [signature] [signature]

SWL

UNITED

SECC.

4-302-5

2-2

EXHIBIT B

EXHIBIT 'A-1'

Description

SWL 302

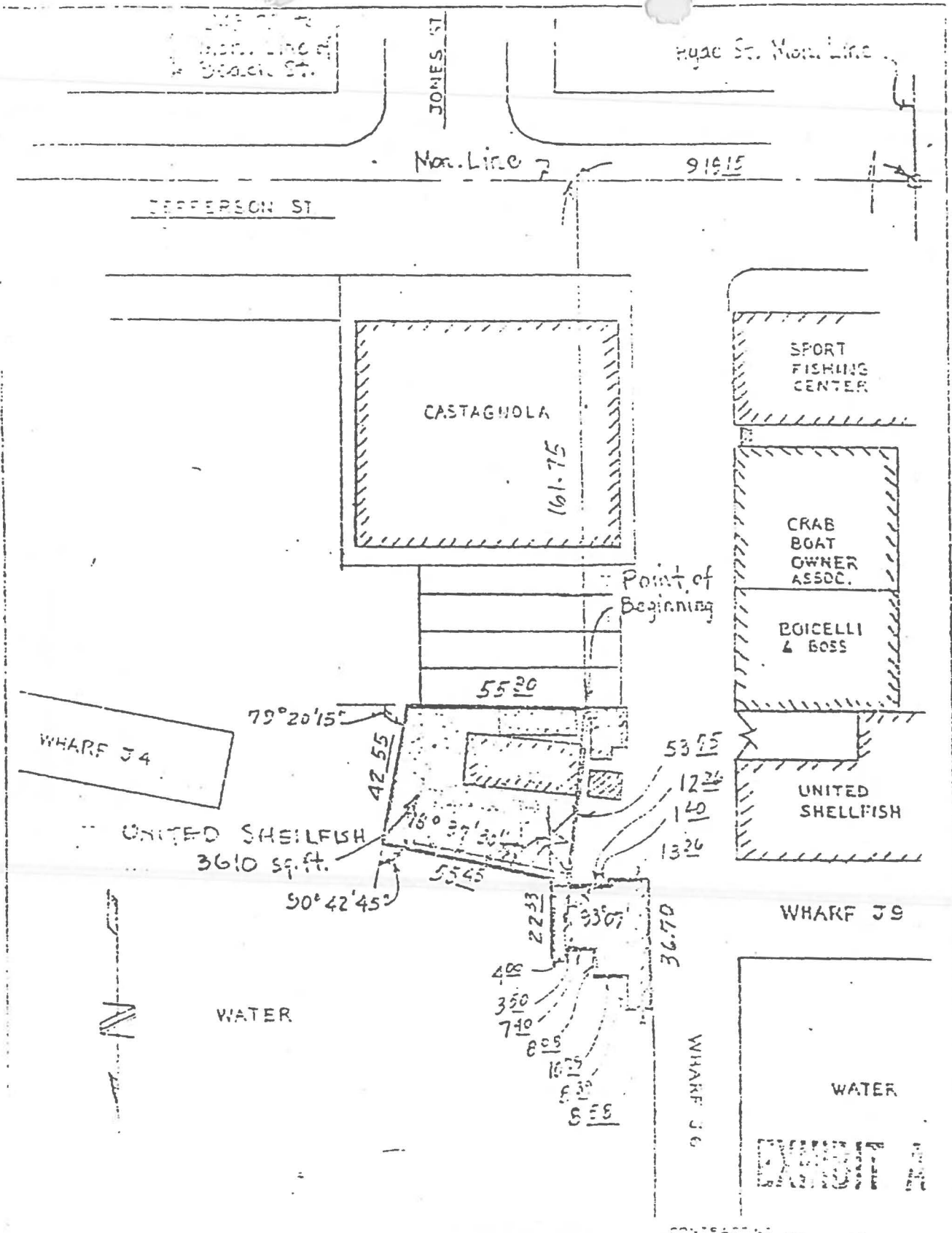
United Shellfish

Commencing at the intersection of the monument line of Hyde Street with the monument line of Jefferson Street; running thence easterly along the monument line of Jefferson Street for a distance of 919.15 feet; thence at a right angle northerly for a distance of 161.75 feet to the true point of beginning; thence at a right angle easterly for a distance of 55.30 feet; thence at a deflection angle of $79^{\circ}20'15''$ to the left for a distance of 42.55 feet; thence at a deflection angle of $90^{\circ}42'45''$ to the left for a distance of 55.45 feet; thence at a deflection angle of $78^{\circ}37'30''$ to the right for a distance of 22.33 feet; thence at a right angle westerly for a distance of 4.00 feet; thence at a right angle southerly for a distance of 3.50 feet; thence at a right angle westerly for a distance of 7.40 feet; thence at a right angle northerly for a distance of 8.05 feet; thence at a right angle westerly for a distance of 10.79 feet; thence at a right angle northerly for a distance of 8.39 feet; thence at a right angle westerly for a distance of 8.58 feet; thence at a right angle southerly for a distance of 36.70 feet; thence at a right angle easterly for a distance of 13.26 feet; thence at a right angle northerly for a distance of 1.40 feet; thence at a right angle easterly for a distance of 13.26 feet; thence at a deflection angle of $93^{\circ}07'$ to the right for a distance of 53.75 feet to the true point of beginning and containing 7,610 square feet of area, more or less.

EXHIBIT A

Sheet 1 of 2

Sec Dwg. No. 3754-301-1



SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING APPROVED BY: _____ DATE: _____ CHECK BY: _____ DATE: _____	FILE NO. 2784-302-6 DATE OF ISSUE: 11/2/40 SCALE: 1" = 100'	APPROVED: _____ DATE: _____ 2784-302-6 11/2/40
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