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August 29, 1995

VIA HAND-DELIVERY

Julie Van Nostern, Esq.
Port General Counsel
Office of the City Attorney
Ferry Building, Suite 3100
San Francisco, California 94111

**Re: Fisherman's Wharf Leases
Our File No. 1203.02**

Dear Julie:

Enclosed please find an original executed counterpart Extension Agreement. Please note that there is at least one original signature from each of the entities. The signature lines that you had appended must have been taken from the original leases or your records. In some cases, the individuals are either (1) no longer involved; or (2) deceased. The signatures I have enclosed are as you have received in the past. Let me know if you need anything further. Thank you for your help.

Very truly yours,

REUBEN, WEINTRAUB & CERA

James A. Reuben

JAR/amo

cc: Dennis P. Bouey
Kirk Bennett
Frederick White
Neil Sehkri, Esq.
Fisherman's Wharf Restaurant Owners

EXTENSION AGREEMENT

This Extension Agreement is made as of this 15th day of August, 1995, by and between the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the "Port") on the one hand, and the following tenants on the other hand: Alioto Fish Company Ltd., a California corporation (Lease No. L-7495); Alioto Fish Company Ltd., a California corporation (Lease No. L-7491); Franciscan Restaurant, a California corporation (Lease No. L-7496); Cresci Brothers, Incorporated, a California corporation (Lease No. L-7494); Guardino's Souvenir & Gift Shop, Inc., a California corporation (Lease No. L-7497); Pollack Group Ltd., (Lease No. L-7492); Frank L. Sabella, Thomas LaTorre and Frank Raymond Sabella (Lease No. L-7499); Tarantino's Inc., a California corporation (Lease No. L-7500); Andrew R. Lolli, Dr. Maurice Mann, and Lolman Enterprises, Inc. (Lease No. L-7493); and Nino L. Gerald, Michael F. Gerald, Alphonse B. Gerald, Lawrence Gerald, and Josephine Gerald, dba Fisherman's Grotto, a co-partnership (Lease No. L-7498) (collectively, the "Tenants"), with reference to the following:

RECITALS

A. The Port entered into leases with 66-year terms with each of the Tenants in 1970. Each of the leases is referred to by the Port's lease number in the caption of this Agreement.

B. The Leases by their terms provide for an adjustment in the rate of percentage rent under certain circumstances on the anniversary date of the

Leases every 25 years. Under the terms of the Leases, the first adjustment in the rate of percentage rent is to be made, if at all, by May 1, 1995.

C. By prior agreement, the parties hereto have extended the date for the adjustment in the rate of percentage rent to August 31, 1995.

D. The parties hereto desire to enter into this Agreement to extend the deadline in the Leases for the final adjustment in the rate of percentage rent.

AGREEMENT

Based on the mutual consideration of this Agreement, the parties hereto stipulate and agree as follows:

1. Recitals True and Correct. The foregoing recitals are true and correct and are incorporated into this Agreement.

2. Extension of Deadline to Set Rate of Percentage Rent. The deadline under the Leases for the Port to make a final setting of the adjustment of percentage rent originally required by the Leases to be made on May 1, 1995, is hereby extended to 30 calendar days after the earlier of the following to occur: (i) the Port gives notice to the Tenants, in the manner provided in Paragraph 6, to terminate this extension, or (ii) the Tenants give notice to the Port, in the manner provided in Paragraph 6, to terminate this extension.

3. Adjustment of Rate of Percentage Rent Retroactive to May 1, 1995. The new rate of percentage rent finally set pursuant to the terms of the Lease as amended hereby shall be retroactive to May 1, 1995. In the event of an increase in the rate of percentage rent, the percentage rent owing retroactively from May

1, 1995 shall be payable by the Tenants within thirty days after the final setting of the new rate of percentage rent. The increase in percentage rent shall be payable by the Tenants regardless of their exercise of their right under their leases to terminate their leases within six (6) months after the final setting of percentage rent by the Port. In the event the new rate of percentage rent results in a decrease in percentage rent, Port shall grant Tenant a credit against the next minimum and/or percentage rent due from Tenant which equals the amount of any overpayment by Tenant, retroactive to May 1, 1995.

4. No Waiver of Rights. By extending the deadline to set percentage rental as provided herein, neither Port nor Tenant waives their respective rights under the Leases, including the Port's right to increase or decrease percentage rent in accordance with the applicable Lease provisions. Port and Tenant agree to this extension in reliance on the understanding asserted hereby that the other party shall not claim or allege that the other has waived any such rights.

5. Other Terms of Lease Remain in Full Force and Effect. Except for the extension of the deadline for setting percentage rent, all other terms and conditions of the Lease remain in full force and effect and unchanged.

6. Notice of Termination of Extension. Any notice to terminate the extension of the deadline to set the adjustment in percentage rent required by Paragraph 2 hereof shall be given in the following manner:

A. By Port to Tenants: If by Port to Tenants, such notice shall be deemed given when sent to Tenant's counsel by both facsimile and regular mail addressed as follows: James A. Reuben, Reuben, Weintraub & Cera, 655

Montgomery Street, 16th Floor, San Francisco, California 94111, Facsimile
Number (415) 399-9480.

B. By Tenants to Port: If by Tenants to Port, such notice shall
be deemed given when sent to Port's counsel by both facsimile and regular mail
addressed as follows: Julie Van Nostern, General Counsel to the San Francisco
Port Commission, City and County of San Francisco, 3100 Ferry Building, San
Francisco, CA 94111, Facsimile Number (415) 274-0494.

7. Headings for Reference Only. The headings used herein are for
reference only and are not a part of this Agreement.

8. Counterparts. This agreement may be executed in two or more
counterparts, each of which when taken together shall constitute a single
agreement.

TENANTS

Dated: 8/27/95

Alloto Fish Company Ltd., a California corporation
(Lease No. L-7495 and L-7491)

By *Luigi S. Alioto*

Its _____

Dated: _____

Franciscan Restaurant, a California corporation (Lease
No. L-7496)

By _____

Its _____

Montgomery Street, 16th Floor, San Francisco, California 94111, Facsimile
Number (415) 399-9480.

B. By Tenants to Port: If by Tenants to Port, such notice shall
be deemed given when sent to Port's counsel by both facsimile and regular mail
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reference only and are not a part of this Agreement.

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counterparts, each of which when taken together shall constitute a single
agreement.

TENANTS

Dated: _____ Alioto Fish Company Ltd., a California corporation
(Lease No. L-7495 and L-7491)

By _____

Its _____

Dated: _____ Franciscan Restaurant, a California corporation (Lease
No. L-7496)

By Len Burger

Its _____

Dated: 8-28-95

Cresci Brothers, Incorporated, a California corporation
(Lease No. L-7494)

By Anthony Cresci, Pres.

Its Cresci Bros Inc.

Dated: _____

Guardino's Souvenir & Gift Shop, Inc., a California
corporation (Lease No. L-7497)

By _____

Its _____

Dated: _____

Pollack Group Ltd., (Lease No. L-7492)

By _____

Its _____

Dated: _____

Frank L. Sabella, Thomas LaTorre and Frank Raymond
Sabella (Lease No. L-7499)

By _____
Frank L. Sabella

By _____
Thomas LaTorre

By _____
Frank Raymond Sabella

Dated: _____

Cresci Brothers, Incorporated, a California corporation
(Lease No. L-7494)

By _____

Its _____

Dated: 8-26-95

Guardino's Souvenir & Gift Shop, Inc., a California
corporation (Lease No. L-7497)

By Salvatore Guardino

Its Pres-Treas.

Dated: _____

Pollack Group Ltd., (Lease No. L-7492)

By _____

Its _____

Dated: _____

Frank L. Sabella, Thomas LaTorre and Frank Raymond
Sabella (Lease No. L-7499)

By _____
Frank L. Sabella

By _____
Thomas LaTorre

By _____
Frank Raymond Sabella

Dated: _____

Cresci Brothers, Incorporated, a California corporation
(Lease No. L-7494)

By _____

Its _____

Dated: _____

Guardino's Souvenir & Gift Shop, Inc., a California
corporation (Lease No. L-7497)

By _____

Its _____

Dated: 8/26/95

Pollack Group Ltd., (Lease No. L-7492)

By [Signature]

Its President

Dated: _____

Frank L. Sabella, Thomas LaTorre and Frank Raymond
Sabella (Lease No. L-7499)

By _____

Frank L. Sabella

By _____

Thomas LaTorre

By _____

Frank Raymond Sabella

Dated: _____

Cresci Brothers, Incorporated, a California corporation
(Lease No. L-7494)

By _____

Its _____

Dated: _____

Guardino's Souvenir & Gift Shop, Inc., a California
corporation (Lease No. L-7497)

By _____

Its _____

Dated: _____

Pollack Group Ltd., (Lease No. L-7492)

By _____

Its _____

Dated: _____

Frank L. Sabella, Thomas LaTorre and Frank Raymond
Sabella (Lease No. L-7499)

By Frank L. Sabella
Frank L. Sabella

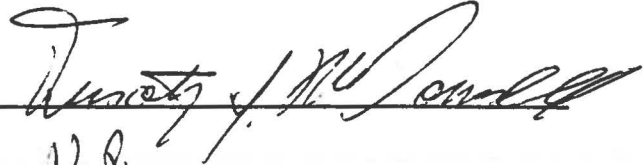
By Thomas LaTorre
Thomas LaTorre

By Frank R. Sabella
Frank Raymond Sabella

Dated: 8/29/95

Tarantino's Inc., a California corporation (Lease No. L-7500)

By



Its

V.B.

Dated: _____

Andrew R. Lolli, Dr. Maurice Mann, and Lolman Enterprises, Inc. (Lease No. L-7493)

By _____

Andrew R. Lolli

By _____

Dr. Maurice Mann

By _____

Lolman Enterprises, Inc.

Dated: _____

Tarantino's Inc., a California corporation (Lease No. L-7500)

By _____

Its _____

Dated: 8/28/95

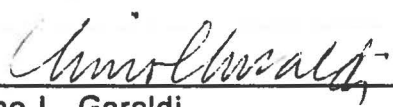
Andrew R. Lolli, Dr. Maurice Mann, and Lolman Enterprises, Inc. (Lease No. L-7493)

By 
Andrew R. Lolli

By _____
Dr. Maurice Mann

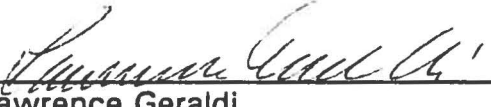
By _____
Lolman Enterprises, Inc.

Dated: AUGUST 29, 1996 Nino L. Gerald, Michael F. Gerald, Alphonse B. Gerald,
Lawrence Gerald, and Josephine Gerald, dba
Fisherman's Grotto, a co-partnership (Lease No. L-
7498)

By 
Nino L. Gerald

By 
Michael F. Gerald

By _____
Alphonse B. Gerald

By 
Lawrence Gerald

By _____
Josephine Gerald

PORT

Dated: _____

PORT OF SAN FRANCISCO

By _____
DENNIS P. BOUEY
Executive Director

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