

PORT OF SAN FRANCISCO



April 19, 1995

General Andrew Lolli
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San Francisco, CA 94133

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San Francisco, CA 94111
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Writer

Re: Lease No. L-7493 ("Lease"), by and between Port of San Francisco ("Port"), and Andrew R. Lolli, Dr. Maurice Mann, and Lolman Enterprises, Inc. ("Tenant")

Dear General Lolli:

Under the above-referenced Lease, the Port is required to review and set the percentage rent periodically during the term to reflect the percentages for like uses in San Francisco in the vicinity of the leased premises. The next anniversary date on which the percentage rent is to be set under the Lease is May 1, 1995.

In order to facilitate continuing dialogue between Port tenants and the Port regarding the percentage rent adjustments, Port and Tenant, by acknowledging below, hereby stipulate that the Port's May 1, 1995 deadline for setting percentage rents shall be extended through June 30, 1995, **subject to all of the following terms and conditions:**

1. Port shall set the new percentage rent pursuant to the terms of the Lease at any time between the date hereof and June 30, 1995.

2. The new percentage rent set by Port and agreed by Tenant, shall be retroactive to May 1, 1995. In the event the new percentage rent results in an increase to the existing percentage rent, Tenant shall pay such increased amount retroactive to May 1, 1995, within thirty days after the new percentage rent has been agreed to by Port and Tenant. In the event the new percentage rent results in a decrease in percentage rent, Port shall refund any overpayment by Tenant retroactive to May 1, 1995, within thirty days after the new percentage rent has been agreed to by Port and Tenant.

3. By extending the deadline to set percentage rent from May 1, 1995 through June 30, 1995, neither Port nor Tenant waives their respective rights under the Lease, including Port's right to increase or decrease percentage rent in accordance with the applicable Lease provisions, and Port and Tenant agrees that they shall not claim or allege that the other has waived any such rights.

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4. 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.

— If you agree with all of the terms and conditions of this letter extending the deadline for setting the percentage rent, please acknowledge this letter where indicated below, and return the fully executed letter to me.

Very truly yours,

PORT OF SAN FRANCISCO



Frederick D. White
Director, Tenant and Maritime Services

ACKNOWLEDGED AND AGREED

"TENANT"


By:

Date: 4/21/95