

SECOND AMENDMENT TO FISHERMENS' WHARF LEASE

WHEREAS, the CITY AND COUNTY OF SAN FRANCISCO, operating through the SAN FRANCISCO PORT COMMISSION, hereinafter called "Port", Landlord, and TOMASO CASTAGNOLA, ANDREW CASTAGNOLA, ANTHONY J. FERRARI, and JOSEPH J. BORRUSO, a co-partnership, jointly and severally, hereinafter called "Tenant", made and entered into a lease on the 1st day of May, 1970 and

WHEREAS, the Tenant to said lease desires to assign the lease pursuant to paragraph 10 thereof;

WITNESSETH the following agreement:

1. Port does hereby consent to the assignment of the lease executed on the 24th day of December, 1971, by and between the Port and Tomaso Castagnola, Andrew Castagnola, Anthony J. Ferrari, Joseph J. Borruso, to CASTAGNOLA, INC. OF SAN FRANCISCO, a California corporation.

2. In consideration of this permission to assign said lease, set forth herein in paragraph 1, the signators hereto agree to be bound personally to perform the obligations of CASTAGNOLA, INC. OF SAN FRANCISCO, a California corporation, both jointly and severally, and for each and every of the covenants, conditions, and promises of said lease.

3. The terms of the lease and the first amendment

to which this assignment was made are continued in full force and effect in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the _____ day of _____, 1971.

Tomaso Castagnola
TOMASO CASTAGNOLA

Andrew B. Castagnola
ANDREW CASTAGNOLA

Anthony J. Ferrari
ANTHONY J. FERRARI

ATTEST:

Joseph J. Borruso (Secy)
JOSEPH J. BORRUSO

CO-PARTNERSHIP

PORT OF SAN FRANCISCO

By Henry J. Schumann
HENRY J. SCHUMANN
Commercial Property Manager

APPROVED AS TO FORM:

Richard A. Bobier
Richard A. Bobier
Associate Counsel