

**MUTUAL TERMINATION AGREEMENT FOR
LEASE NO. L-9170 and LEASE NO. L-9175**

This Mutual Termination Agreement (“**Agreement**”), dated for reference purposes as of _____, 2025 (the “**Reference Date**”), is made and entered into by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**”), operating by and through the **SAN FRANCISCO PORT COMMISSION** (the “**Port**”) and Scoma’s Restaurant, Incorporated, a California corporation (“**Tenant**”), hereinafter, collectively, the “**Parties**,” and individually, a “**Party**”.

RECITALS

A. On February 11, 1976, Port and United Shellfish Co. entered into Lease No. L-9170 for use of that certain real property located at Wharf J-7 in the City and County of San Francisco, as amended by the First Amendment dated June 16, 1983 for reference purposes; as assigned and amended by the Assignment and Amendment of Leases dated February 6, 1995; and, as amended by the Third Amendment dated April 23, 2021 for reference purposes (“**L-9170 Lease**”).

B. On February 11, 1976, Port and Joseph Svedise entered into Lease No. L-9175 for use of that certain real property located at Seawall Lot 301 in the City and County of San Francisco, as amended by the First Amendment dated May 7, 1979 for reference purposes, and as assigned and amended by the Assignment and Amendment of Leases dated February 6, 1995; and, as amended by the Third Amendment dated April 23, 2021 for reference purposes (“**L-9175 Lease**”).

C. The L-9170 Lease and the L-9175 Lease are collectively referred to as the “**Terminating Leases**”. The Terminating Leases commenced on April 1, 1975 and expire on April 30, 2036.

D. While not making any concessions on any underlying issues or potential disputes or making any admissions of any kind, the Parties now wish to cooperatively terminate the Terminating Leases and resolve any claims. Each of the Parties have determined that entering into this Agreement is in their respective best interests.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. Definitions. All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the applicable Terminating Lease.

3. Effective Date; Lease Termination Date.

3.1. This Agreement is subject to the approval of the San Francisco Port Commission (the “**Port Commission**”) and the San Francisco Board of Supervisors (the “**Board of Supervisors**”), each in its sole discretion. Notwithstanding anything to the contrary contained in this Agreement, Tenant acknowledges and agrees that any obligations or liabilities of City under this Agreement are contingent upon a duly adopted resolution of the Port Commission and the Board of Supervisors approving this Agreement, each in its sole discretion, and this Agreement will never become effective (i.e., the MTA Effective Date, as defined below, will not occur) and will be null and void if such approval bodies do not approve this Agreement and the Port does not sign this Agreement by the Outside Date (as defined below).

3.2. The Parties agree that Port has no obligation to present this Agreement to the Port Commission for its consideration until and unless all of the following conditions are satisfied:

(a) Tenant has delivered to Port its counterpart original executed signatures to this Agreement;

(b) Tenant has delivered to Port an executed estoppel certificate for the Terminating Leases as further described in **Section 6** (f);

(c) Tenant is not in default under the terms of its leases not subject to this Agreement which are: L-8996 (Restaurant), L-9174 (Storage), License No. 16926 (Outdoor Dining), License No. 9959 (Parking) and TRF 013 (landing fees) (collectively, the “**Continuing Port Leases**”).

Upon satisfaction of each of the foregoing requirements, Port staff will use commercially reasonable efforts to calendar this Agreement for the next regularly scheduled Port Commission meeting for Port Commission consideration and proposed approval of this Agreement and, upon approval of this Agreement by the Port Commission, Port staff will use commercially reasonable efforts to calendar this Agreement for Board of Supervisors consideration as soon as practicable, for its consideration and proposed approval of this Agreement.

3.3. The “**MTA Effective Date**” of this Agreement means the effective date of this Agreement and is the date of Port’s signature as indicated in the Port’s signature block below, which date must be after Port Commission and Board of Supervisors approval of this Agreement, each in its sole discretion. Unless extended by the mutual written agreement of the Parties, if the MTA Effective Date has not occurred by October 1, 2025 (the “**Outside Date**”), this Agreement shall terminate automatically and be null and void, and the Parties will have no obligations to each other hereunder.

3.4. The final termination date of the Terminating Leases (the “**Lease Termination Date**”) is the earlier of (i) the day before Port commences demolition of the premises covered by the Terminating Leases and is otherwise in compliance with the terms and conditions of this Agreement or (ii) December 31, 2025, and is otherwise in compliance with the terms and conditions of this Agreement. Promptly following the Lease Termination Date, Port and Tenant shall execute a countersigned memorandum confirming the Lease Termination Date, but either Party's failure to do so shall not affect the termination of the Terminating Leases. The Parties acknowledge the Port’s right of entry onto the Premises for the purpose of reasonable inspection and inventory, and when otherwise deemed reasonably necessary for the protection of its interests. The entry onto the Premises for the purpose of staging equipment or materials for the purpose of later demolition shall constitute the Port commencing demolition of the Premises covered by the Terminating Leases, under clause (i) above.

3.5. The Parties will reasonably consider, but shall not be obligated to modify the terms of this Agreement to address issues and concerns raised by the Port Commission or the Board of Supervisors.

4. Outstanding Rent.

4.1. As of April 1, 2025, there is no balance due from Tenant to Port under the Terminating Leases. Provided Tenant complies with all the terms and conditions of this Agreement and the Terminating Leases up to and including the Lease Termination Date, including without limitation, rent payments (subject to section 4.2) and all other amounts due to Port, and Tenant’s release of Port, all as described in this Agreement, Port agrees to refund or credit the security deposit under the Terminating Leases to Tenant’s account of its choosing.

4.2. Tenant’s obligation to pay Rent under the Terminating Leases shall terminate on the MTA Effective Date.

4.3. If Tenant fails to timely comply with all the terms and conditions of this Agreement, and the security deposits are not enough to pay off any balance due or Tenant refuses to pay off any balance due, and Tenant does not cure such failure after notice and a reasonable opportunity to cure, then this Agreement shall be null and void, all Rent, late charges and interest will continue to accrue after the Lease Termination Date, and Port will have all remedies available under the Terminating Leases under law to pursue any outstanding Rent, late charge and interest and any other defaults of Tenant under the Terminating Leases. For the avoidance of doubt, if Tenant fails to timely comply with all the terms and conditions of this Agreement, then Port may pursue all remedies at equity or law including, but not limited to, unlawful detainer and civil litigation.

5. Surrender Condition of the Premises.

5.1. No later than the Lease Termination Date, Tenant will surrender the Premises in their as-is condition, free of loose Hazardous Materials (including but not limited to the removal and disposal of all waste, bottles, perishables, condiments, and any other items not affixed to the Premises) and free and clear of all liens and encumbrances, excluding liens and encumbrances (i) created by or through Port, (ii) existing prior to the commencement date of the Terminating Leases, and (iii) as otherwise required in the Terminating Leases. At mutually agreeable times prior to the Lease Termination Date and as close as possible to the Lease Termination Date, the Parties will conduct a joint inspection of the Premises to review the surrender condition of each of the Premises and identify any and all conditions of the Premises which do not meet the requirements of this section.

5.2. As of the MTA Effective Date and as of the Lease Termination Date, each of the Parties acknowledges there are material conditions at the Premises rendering the Premises unsafe and that major portions of the Premises are “red-tagged”. Tenant shall have no obligation from and after the MTA Effective Date to make any repairs or improvements to the Premises.

5.3. Any items that remain at the Premises as of the Lease Termination Date shall be deemed abandoned. Port may retain, store, remove, and sell or otherwise dispose of any such personal property remaining on the Premises, and Tenant’s waiver of all claims in **Section 8** includes claims against Port for any damages resulting from Port's retention, removal and/or disposition of such personal property. Tenant agrees that Port may elect to sell Tenant’s personal property remaining on the Premises and retain any revenues therefrom without notice to Tenant and without compliance with the procedures set forth in California Civil Code Section 1993 et seq., the benefits of which Tenant waives.

6. Obligations of the Parties Prior to Termination of the Terminating Leases. From and after the MTA Effective Date and through the Lease Termination Date, the Port and Tenant shall each comply with all of the terms and conditions of this Agreement and the Leases, as material consideration for this Agreement and as a condition precedent for any performance by the other Party under this Agreement. More specifically, with respect to Tenant, and as a condition to the obligation of the Port to perform its obligations under this Agreement, Tenant agrees as follows:

(a) Financial Obligations. Other than the obligation to pay Rent (as defined in the Terminating Leases) and to make any repairs or improvements to the Premises, which shall abate as provided in Sections 4.2 and 5.2, Tenant shall continue to comply with its financial obligations hereunder and under the Terminating Leases through the Lease Termination Date.

(b) Third Party Payments. Tenant shall be responsible for all services provided to the Premises by all contractors, third party vendors and utility providers for which Tenant is legally obligated under the Terminating Leases until the Lease Termination Date.

(c) Insurance. Until the Lease Termination Date, Tenant shall obtain and maintain insurance coverage in the same amounts and types as required in the Terminating Leases.

(d) Permits. Tenant will reasonably cooperate as needed to ensure all regulatory permits and ongoing third-party contractual obligations relating to the Terminating Leases are disclosed and assigned to Port as appropriate. Tenant is not aware of any such regulatory permits affecting the Premises.

(e) Tenant Representations and Warranties. As of the Reference Date and as of the Lease Termination Date, Tenant represents and warrants to Port that:

(i) Tenant has or will have paid for all goods, materials, or services provided by contractors, third party vendors and utility providers for goods, materials, or services provided to each Premises, which are legally due, until the Lease Termination Date;

(ii) Tenant holds only regulatory permits and third-party contracts related to operation of the restaurant and there are no regulatory permits issued by the state or federal government with respect to the Premises that must be maintained by Tenant absent restaurant operations;

(iii) To Tenant's actual knowledge, the undersigned is not in default or in breach of the Terminating Leases or the Continuing Port Leases (collectively with the Terminating Leases, the "**Port Leases**") , nor has the undersigned, to its knowledge, committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Port Leases;

(iv) Tenant holds title to the personal property located on the Premises free of any liens, encumbrances or interests;

(v) To its knowledge, (a) Tenant did not handle Hazardous Materials (except *de minimus* amounts thereof or as lawfully stored and maintained in amounts of such substances as are reasonable and customary for Tenant's business), and (b) there is no existing presence, release or threatened release of hazardous materials or environmental contamination on, under or about the Premises as of the Lease Termination Date; and

(vi) There are is no pending liabilities, claims for damages, or suits, or to Tenant's knowledge, threatened claim or suit, against Tenant for or by reason of any injury or injuries to any person or persons or property in any way connected with any of the Premises or the Terminating Leases.

Tenant acknowledges and agrees that its representations and warranties in this Agreement are material and with the intent that Port will fully rely on them in entering this Agreement. From the MTA Effective Date and continuing until the Lease Termination Date, Tenant agrees to notify Port immediately of the occurrence of any event or the discovery of any fact that, to its knowledge, would make any representation contained in this Agreement inaccurate as of the date made. Tenant's liability for a breach of a representation and warranty made hereunder shall extend for a period of twelve (12) months from the Lease Termination Date.

(f) Estoppel Certificates. The Parties agree that Port has no obligation to execute this Agreement until Tenant executes and delivers to Port an estoppel certificate in the form attached hereto as **Exhibit B** for the Terminating Leases. No sooner than three (3) days prior to the actual Lease Termination Date, Tenant must provide an updated estoppel certificate in the form attached hereto as **Exhibit B** for the Terminating Leases. The obligation to accurately complete the Estoppel Certificate is a condition precedent for Port's performance of all terms under this Agreement. Any misrepresentation or omission by Tenant in the Estoppel Certificate constitutes an unexcused failure to comply with a material condition precedent, regardless of whether the misrepresentation or omission was intentional.

7. Intellectual Property and Removal of Signage. Tenant has no obligation to transfer any intellectual property to Port, which remains the sole property of Tenant. Accordingly, Tenant, at its sole cost and expense, must remove and properly dispose of all branded signage it wants to

keep, in and around the Premises no later than the Lease Termination Date. If signage remains on the Premises as of the Lease Termination Date, then Tenant agrees that such signage will be deemed abandoned property as described in Section 5.3 and Port may take any and all actions described in such section, including the destruction, disposal, or sale of any signage. Tenant further releases any and all Claims (as defined below) related to the use, destruction, disposal or sale of any signage that remains on or around the Premises as of the Lease Termination Date.

8. Tenant Release. Provided that the Port complies with the terms and conditions of this Agreement, except with respect to its rights under this Agreement and to claims in connection with possessory interest taxes and personal property taxes which claims have not otherwise been waived or expired, to the maximum extent allowed by law, Tenant, in its own capacity and on behalf of its partners, members, officers, employees, owners, successors, and assigns, if any, hereby agrees to fully and forever release and discharge the City and County of San Francisco, together with its elective and/or appointive boards, servants, employees, departments, commissioners, officers, successors, and assigns, including without limitation the San Francisco Port Commission (collectively, the “**Released Parties**”) from any and all claims, actions, causes of action, liabilities, damages, demands, attorneys’ fees, expenses and costs (including without limitation court costs) (“**Claims**”) of any kind or nature whatsoever, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which arise out of or are in any way related to any of the transactions, occurrences, acts or omissions set forth or alleged in this Agreement, the Terminating Leases, or any correspondence or documentation related to this Agreement or the Terminating Leases, each as of the Lease Termination Date.

Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Agreement might be found later to be other than or different from the facts now believed to be true and agrees that the releases in this Agreement shall remain effective. Therefore, with respect to the Claims released in this Agreement, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Initials: _____
Tenant

Tenant specifically acknowledges and confirms the validity of the release made above and the fact that Tenant was represented by counsel who explained the consequences of the release at the time this Agreement was made, or that Tenant had the opportunity to consult with counsel but declined to do so.

9. Port Release. Except as expressly provided below and provided that Tenant complies with the terms and conditions of this Agreement, to the maximum extent allowed by law, the San Francisco Port Commission, in its own capacity and on behalf of its commissioners, officers, successors, and assigns, hereby agrees to fully and forever release and discharge Tenant, together with its partners, members, officers, employees, owners, successors, and assigns, if any, from the following Claims which arise out of or are in any way related to any of the transactions, occurrences, acts or omissions set forth or alleged in this Agreement, the Terminating Leases or any correspondence or documentation related to this Agreement or the Terminating Leases, each as of the Lease Termination Date: (1) any Claim by Port for outstanding Rent, and (2) subject to the immediately following sentence, any Claim in favor of Port arising under the Terminating Leases for which the Port releasors had actual or constructive knowledge (collectively, “**Released Claims**”) to the extent such loss or damage from a Released Claim is not covered by insurance

which was required to be maintained by Tenant under the Terminating Leases or is otherwise actually covered by insurance obtained by Tenant. Released Claims do not include Claims filed by Tenant; Port reserves any and all defenses it may have to Claims filed by Tenant. Notwithstanding anything to the contrary in this Agreement, the Released Claims do not include any claims by Port in connection with possessory interest taxes and personal property taxes which claims have not otherwise been waived or expired or claims for payment for utility services provided to the Premises.

Port understands and expressly accepts and assumes the risk that any facts concerning the Released Claims might be found later to be other than or different from the facts now believed to be true and agrees that the releases in this Agreement shall remain effective. Therefore, with respect to the Released Claims, Port waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Initials: _____
Port

Port specifically acknowledges and confirms the validity of the release made above and the fact that Port was represented by counsel who explained the consequences of the release at the time this Agreement was made, or that Port had the opportunity to consult with counsel but declined to do so.

10. No Representation or Warranty by Port. Except as explicitly stated herein, nothing contained herein shall operate as a representation or warranty by Port of any nature whatsoever.

11. Rights Are Cumulative. Except as may otherwise be provided herein, all liabilities and the rights and remedies of either Party as set forth in this Agreement shall be cumulative and in addition to any and all other rights or remedies of each Party now or later allowed by applicable law or in equity. No Implied Waiver. No failure by either Party to insist upon the strict performance of any obligation of the other Party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and during the continuance of any such breach shall constitute a waiver of such breach or of the Party's rights to demand strict compliance with such term, covenant or condition. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default (including any future default) concerning the same or any other provision of this Agreement.

12. Authority. Each of the persons executing this Agreement on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Each of the persons executing this Agreement on behalf of the Port hereby covenants and warrants that Port has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Port are authorized to do so.

13. Litigation Expenses. The Prevailing Party in any action or proceeding (including any cross-complaint, counterclaim, or bankruptcy proceeding) against the other Party by reason of a claimed default, or otherwise arising out of a Party's performance or alleged non-performance under this Agreement shall be entitled to recover from the other Party its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or

not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section shall include, without limitation, a Party who substantially obtains or defeats, as the case may be, the relief sought in the action, whether by compromise, settlement, judgment or the abandonment by the other Party of its claim or defense. Attorneys' fees under this Section shall include attorneys' fees and all other reasonable costs and expenses incurred in connection with any appeal. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience (calculated by reference to earliest year of admission to the Bar of any State) who practice in San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. No prior drafts of this Agreement or changes between those drafts and the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by any Party or other person, and no court or other body should consider such drafts in interpreting this Agreement.

15. Miscellaneous. This Agreement shall bind, and shall inure to the benefit of, the successors and assigns of the Parties hereto. This Agreement is made for the purpose of setting forth certain rights and obligations of Tenant and the Port, and no other person shall have any rights hereunder or by reason hereof as a third-party beneficiary of otherwise. This Agreement may be executed in counterparts with the same force and effect as if the Parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. In the event of any inconsistencies between the terms of this Agreement and the Terminating Leases, the terms of this Agreement shall prevail. Time is of the essence of this Agreement. Neither this Agreement nor any of the terms hereof may be amended or modified except by a written instrument signed by all the Parties hereto. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, the provisions of this Agreement must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the Parties, without any presumption (including a presumption under California Civil Code § 1654) against the Party responsible for drafting any part of this Agreement.

16. California Law; Venue. This Agreement is governed by, and shall be construed and interpreted in accordance with, the Laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each Party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

17. Leases in Full Force and Effect. Until the Lease Termination Date, except as otherwise provided in this Agreement, this Agreement shall not be construed to modify, waive or affect any of the terms, covenants, conditions, provisions or agreements of the Terminating Leases by either Party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, PORT and TENANT execute this Agreement as of the last date set forth below.

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

By: _____
Scott Landsittel
Deputy Director, Real Estate and Development

Date Signed: _____

TENANT: **SCOMA'S RESTAURANT, INCORPORATED,**
a California corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

By: _____
Name: _____
Title: _____
Date Signed: _____

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Name: A. Mathai-Jackson
Deputy City Attorney

Agreement Prepared By: Don Kavanagh, Senior Property Manager: _____ (initial)

Port Commission Reso. 25-22, approved April 22, 2025
Board of Supervisors Reso. ____-25, approved [insert date]

EXHIBIT B
FORM ESTOPPEL CERTIFICATE

The undersigned ("**Undersigned**") hereby certifies, represents and warrants as of _____, 2025 to THE CITY AND COUNTY OF SAN FRANCISCO OPERATING BY AND THROUGH THE SAN FRANCISCO PORT COMMISSION ("**Port**"), the following in this estoppel certificate (this "**Certificate**"):

1. The Undersigned certifies, represents and warrants:

(a) That there is presently in full force and effect (i) Lease No. L-9170 dated as of February 11, 1976, as amended by the First Amendment dated June 16, 1983 for reference purposes; as assigned and amended by the Assignment and Amendment of Leases dated February 6, 1995; and, as amended by the Third Amendment dated April 23, 2021 for reference purposes (the "**L-9170 Lease**") between the Undersigned and Port, covering the real property described therein having an address at SWL 302, Al Scoma Way, as further described in the Lease (the "**L-9170 Premises**"), and (ii) Lease No. L-9175 dated as of February 11, 1976, as amended by the First Amendment dated May 7, 1979 for reference purposes, and as assigned and amended by the Assignment and Amendment of Leases dated February 6, 1995; and, as amended by the Third Amendment dated April 23, 2021 for reference purposes (the "**L-9175 Lease**") between the undersigned and the Port covering the real property described therein having an address at SWL 302, Al Scoma Way, as further described in the Lease (the "**L-9175 Premises**"). The L-9170 Lease and the L-9175 Lease are collectively, the "**Agreements**"

(b) That the Agreements represent the entire agreement between Port and the Undersigned with respect to the Property.

(c) That both the L-9170 Lease and the L-9175 Lease commenced on April 1, 1975 and that both expire on April 30, 2036.

(d) That the present minimum monthly Base Rent under the L-9170 Lease is \$330.73 and \$2,579.91 under the L-9175 Lease.

(e) That the present Security Deposit under the L-9170 Lease is \$249.57 and \$2,579.91 under the L-9175 Lease; and, Port holds no other deposit from the Undersigned for security or otherwise.

2. The Undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

3. This Certificate shall be binding upon the Undersigned and inure to the benefit of Port and the Undersigned recognizes and acknowledges it is making these representations to Port with the intent that Port will fully rely on the representations and warranties in this Certificate.

4. From the date of this Certificate and continuing until the Lease Termination Date (as defined in the Mutual Termination Agreement for L-9170 Lease and L-9175 Lease), the Undersigned agrees to notify Port immediately of the discovery of any fact or occurrence that, to its knowledge, would make any representation contained in this Certificate inaccurate as of the date made.

SCOMA'S RESTAURANT, INCORPORATED, a California corporation

By: _____

Name: _____

Title: _____

