

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into as of April 12, 1990, by and between HOEI TRADING AMERICA, INC., a California corporation ("Assignor"), and Alioto Fish Co., Ltd., a California corporation ("Assignee").

RECITALS

A. Assignor's predecessor-in-interest, Tarantino Fish Company, a division of A. Puccini and Sons, Inc., a California corporation ("Tarantino"), as Tenant, and the City and County of San Francisco, a municipal corporation, operating by and through the San Francisco Port Commission ("Landlord"), as Landlord, entered into a written lease (the "Lease"), dated January 21, 1976 for approximately 15,820 square feet of land and existing improvements in the City and County of San Francisco, State of California, described with precision in Exhibit A attached hereto (the "Property"). On October 14, 1981 Tarantino assigned the Lease to Assignor, with Landlord's written consent;

B. Assignor now desires to assign the Lease to Assignee and Assignee desires to accept the assignment of the Lease pursuant to the terms and conditions of this Assignment; and

C. The Lease provides for assignment upon the written consent of Landlord and requires that such consent shall not be unreasonably withheld.

AGREEMENT

NOW, THEREFORE, for value received:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignors right, title and interest in and to the Lease as of the date hereof.

2. Assignee hereby assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations of the tenant under the Lease, including, but not limited to, the making of all payments due to or payable on behalf of Landlord under the Lease when due and payable and compliance with all provisions in the Lease regarding permitted and prohibited uses, and Assignee hereby agrees to indemnify Assignor against and to hold Assignor harmless from any loss, damage, liability, cost or expense, including attorneys' fees, incurred as a consequence of any act or occurrence which occurs or may be alleged to occur with respect to the Property, the Lease, or the tenant's obligations under the Lease, arising on and after the date hereof. Assignee hereby acknowledges that any change in use of the leased premises shall require amendment of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

HOEI TRADING AMERICA, INC., a
California corporation

By: 

Hideyuki Katsukura
Its Chief Financial Officer

ASSIGNEE:

ALIOTO FISH CO, LTD, a California corporation

By: *Frank P. Albat*

Its: *Pers.*

CONSENT OF LANDLORD

The undersigned is the Landlord under the Lease described in the foregoing Assignment and hereby consents to the Assignment.

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the San Francisco Port Commission

By: *[Signature]*

Its: *Executive Director*

APPROVED AS TO FORM:

By: *[Signature]*
Deputy City Attorney