

Lease Amendment #1

Amendment to Lease dated March 13, 2013 between _____ (Lessee) and San Mateo County Harbor District (District)

The Lessee and the District entered into a lease on March 13, 2013 for space to be used at the Johnson Pier for fish buying and/or off-loading

This lease amendment changes the following sections as follows:

1 Section 6.1 is amended to reflect Board direction to reduce wet fish fees from \$10 per ton to \$3 per ton (*Note: this section may be amended based on Board direction.*):

- (a) Wholesale Fish Purchase = ~~\$10.00~~ 3.00 per ton actual scale gross weight for wetfish and \$.01 per pound gross weight for finfish and shellfish purchased by Tenant for fish at the Premises on or before the first day of each and every successive calendar month during the Term of this Lease on or before the first day of each and every successive calendar month during the Term of this Lease.
- (b) Fish Off-Loading: ~~\$10.00~~ 3.00 per ton actual scale gross weight for wetfish and \$.01 per pound gross weight for finfish and shellfish off-loaded by Tenant at Premises on or before the first day of each and every successive calendar month during the Term of this Lease on or before the first day of each and every successive calendar month during the Term of this Lease.

The following is added to clarify the payment of fees:

- (ef) Fees paid under Sections 6.1 (a) and (b) above are in the alternative. For avoidance of doubt, a Tenant that both purchases and off-loads fish is not required to pay both the wholesale purchase and the off-loading fees but must pay only the [wholesale purchase/off-loading] fee.

2. Section 6.2 is amended as follows:

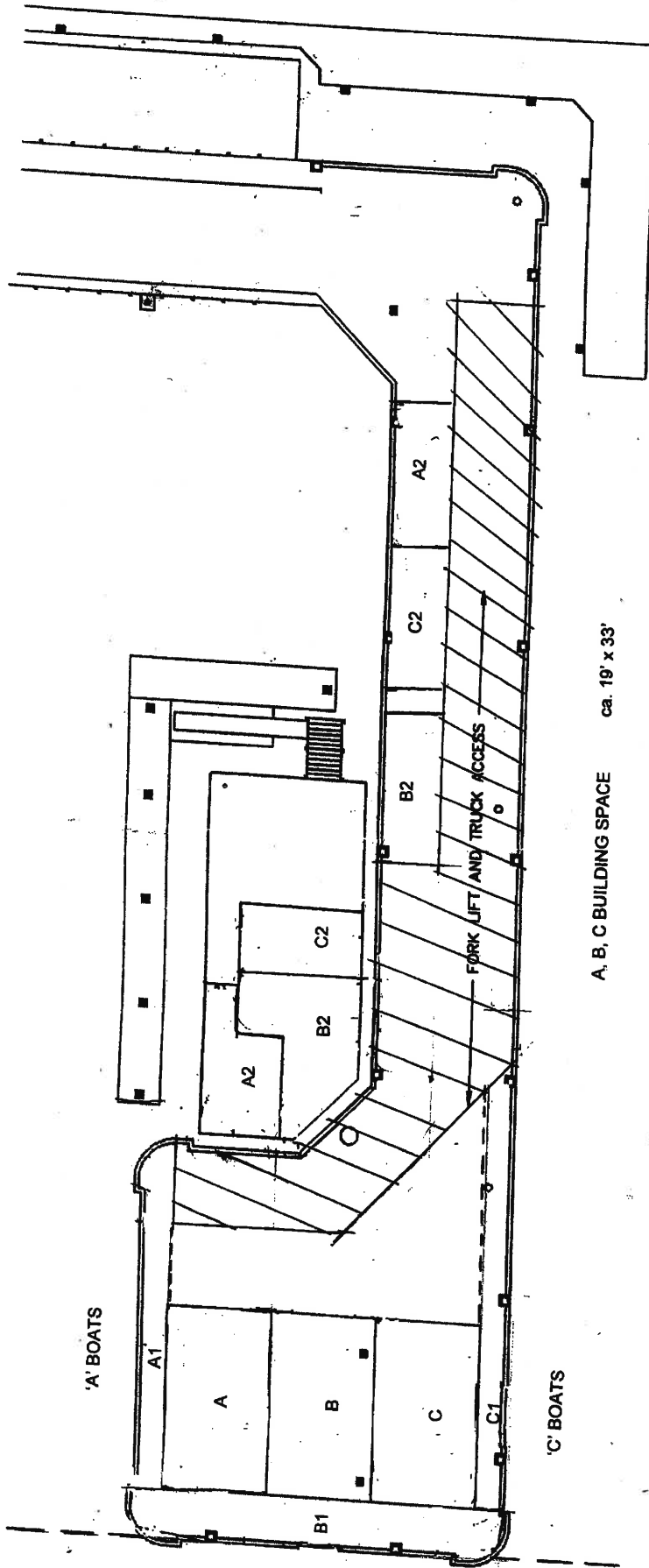
Payment of Purchase and Off-Loading Fees. Purchase and Off-Loading Fees at the rates set forth in Section 6.1 shall be paid ~~monthly~~ quarterly and shall be due and payable on ~~or~~ by the ~~15th~~ last day of the month following the end of each fiscal quarter ~~month~~.

3 Section 9.1.(b) is amended to clarify the location of the clear space, and other uses on the pier:

- (vi) Tenant agrees to keep free and clear a fifteen (15) foot wide area on Johnson Pier for common area access by all fish buyer tenants at all times, unless mutually agreed by all parties. Said space shall extend in an east west direction along the southern edge of the pier, as shown in 'Exhibit A, Plan'
- (ix) Tenant may use exterior pier deck and storage space, as shown and allocated on Exhibit A; provided - that Tenant's use of such space may be limited or restricted by the Landlord, for instance as necessary to accommodate Landord's the repair and maintenance of the pier. Landlord agrees to work cooperatively with Tenant to minimize disruption while endeavoring to continue to provide services, during any such repair and maintenance activities.

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EXHIBIT A - PLAN



PRIORITY TO 'B' BOATS EXTENDING BEYOND THE NORTH AND SOUTH SIDES OF THE PIER

'A' BOATS

'C' BOATS

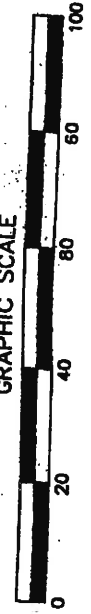
A, B, C BUILDING SPACE ca. 19' x 33'

A1 EXT. DECK SPACE ca. 325 s.f.
 A2 STORAGE AND REFRIG. ca. 610s.f.

B1 EXT. DECK SPACE ca. 630 s.f.
 B2 STORAGE AND REFRIG. ca. 1,260 s.f.

C1 EXT. DECK SPACE ca. 500 s.f.
 C2 STORAGE AND REFRIG. ca. 1,110 s.f.

GRAPHIC SCALE



SEPTEMBER 7, 2016