

Dear Commissioners,

I am sorry to be here again. I know the outcome of the final award to Three Captains. It says the Harbor district must allow him to install a hoist on the southern side of the end of the pier.

I have include an amendment from March 2017, thats reads "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'

I know this was signed by Pillar Point Fisheries and assume it was signed by all parties. If the harbor has to allow permission to install the hoist please let the signed lease to take precedence. The harbor doesn't need to break the lease a second time and incur additional conflict with their leases.

Also as seen on the the included exhibit A Three Captains has the right to extend past his unloading area. I am worried that the installation of the additional hoist will block access to my unloading of vessels. If there are two large vessels wishing to unload who has the right to use the deck area. There are many other issues that need to be resolved.

Thank you,

Porter McHenry
Pillar Point Fisheries

Lease Amendment #2

Amendment to Lease dated March 13, 2013 between Merva W. Inc., dba Pillar Point Fisheries (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 of September 7, 2015 to set fish buyer fees as below:

- (a) Wholesale Fish Purchase: \$5.00 per ton actual scale gross weight for squid, \$3.00 per ton actual scale gross weight for other wetfish and \$.005 per pound gross weight for other finfish and shellfish purchased by Tenant at the Premises on or before the first day of each and every successive fiscal quarter during the Term of this Lease.
- (b) Fish Off-Loading: \$5.00 per ton actual scale gross weight for squid, \$3.00 per ton actual scale gross weight for other wetfish and \$.005 per pound gross weight for other finfish and shellfish off-loaded by Tenant at the Premises on or before the first day of each and every successive fiscal quarter during the Term of this Lease.
- (c) Retail Fish Sales: Tenant will pay Landlord two and one-half percent (2.5%) of its gross receipts for all fish sold to the general public on or before the first day of each and every successive fiscal quarter during the Term of this Lease.

The following is added to clarify the payment of fees:

- (f) 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, Off-Loading Fees, and Retail Sales. Purchase, Off-Loading, and Retail Sales Fees at the rates set forth in Section 6.1 shall be paid quarterly and shall be due and payable by the last day of the month following the end of each fiscal quarter .

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 Landlord's repair and maintenance of the pier. Landlord agrees to work cooperatively with Tenant to minimize disruption during any such repair and maintenance activities.

LESSEE:


Michael McHenry, Merva W. Inc.,
dba Pillar Point Fisheries

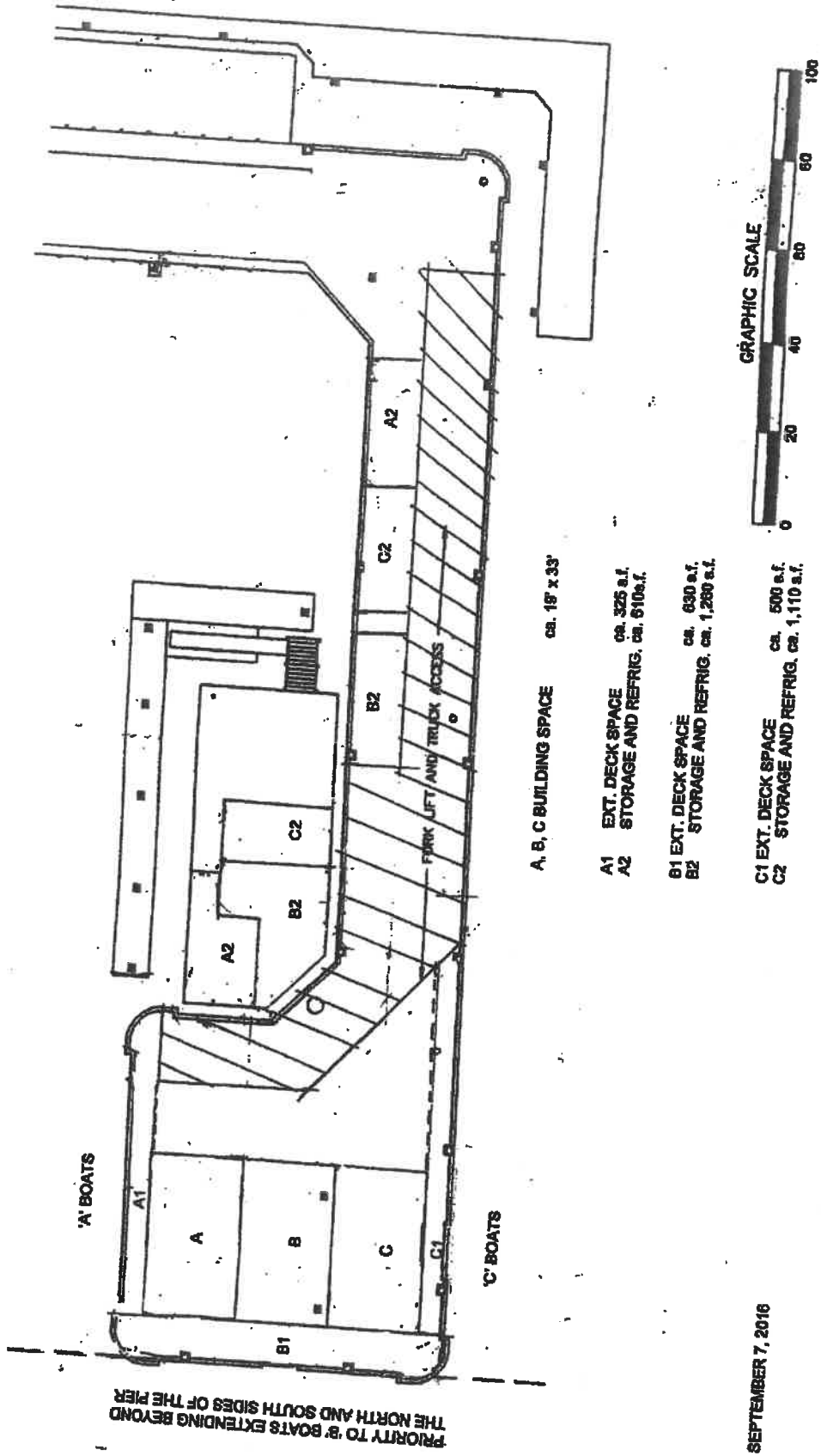
3-6-17
Date

SAN MATEO COUNTY HARBOR DISTRICT:


Steve McGrath, General Manager

3/13/17
Date

EXHIBIT A - PLAN



SEPTEMBER 7, 2016