

CONSENT TO ASSIGNMENT OF LEASE

The SAN MATEO COUNTY HARBOR DISTRICT, a political subdivision of the State of California (the "Landlord"), as landlord under that certain Third Amended Lease Parcel 2 Pillar Point Harbor Concession Building, executed on January 27, 2014 (the "Lease"), with JOANNE FRANKLIN, ALBERT J. DUNNE and HEIDI FRANKLIN, dba KETCH JOANNE RESTAURANT (the "Assignor"), as tenant, for a facility owned by Landlord on certain real property located at Pillar Point Harbor, in the San Mateo County Harbor District, County of San Mateo, State of California, known as Parcel 2 of the concession building located at Pillar Point Harbor, hereby grants its consent to the assignment of the Lease as described in that certain assignment agreement, a copy of which is attached hereto as Exhibit A (the "Assignment Agreement").

As conditions to such consent, it is understood and agreed as follows:

1. Landlord does not waive the restrictions under the Lease concerning further assignment.
2. Assignor shall execute and deliver to Landlord the Assignment Agreement with Pelagic Restaurant Group, a California Corporation, as the assignee, in substantially the form attached hereto as Exhibit A, with such changes as deemed necessary by the General Manager.
3. Assignor shall deliver to Landlord insurance certificates showing that Assignee carries the insurance required under the Lease.
4. Assignor shall deliver to Landlord a personal guaranty of lease by David Westendorf, Mishelle Westendorf, Marcos Ruiz Mendez and Edward Wilkinson, in substantially the form attached hereto as Exhibit B, with such changes as deemed necessary by the General Manager.
5. Assignor shall pay to Landlord the amount of \$1,000.00, as required by Section 9 of the Lease.
6. Assignor shall have executed that certain Amendment to Lease Agreement by and between Landlord and Assignor, as tenant, substantially in the form attached hereto as Exhibit C, with such changes deemed necessary by the General Manager.
7. Failure to satisfy the above conditions shall result in this Consent having no force or effect, and in such case Assignee taking possession of any portion of the leased premises shall result in Assignor being in default under the Lease.
8. This Consent must be interpreted and construed in accordance with the laws of the State of California without giving effect to any conflicts of law rules.

9. This Consent may be signed and delivered in counterpart signatures and any such counterpart executed and delivered in an electronic format shall be deemed an original for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Consent to Assignment of Lease to be executed by its duly authorized officer as of the date written below.

LANDLORD:

SAN MATEO COUNTY HARBOR
DISTRICT

By: _____
James B. Pruett
General Manager

Dated: _____

APPROVED AS TO FORM:

Trisha Ortiz, General Counsel

TENANT:

JOANNE FRANKLIN, ALBERT J.
DUNNE, and HEIDI FRANKLIN dba
KETCH JOANNE RESTAURANT

By: _____
Joanne Franklin
Owner

By: _____
Albert J. Dunne
Owner

By: _____
Heidi Franklin
Owner

EXHIBIT A
FORM OF ASSIGNMENT AGREEMENT
[See attached]

EXHIBIT B
FORM OF LEASE GUARANTY
[See attached]

EXHIBIT C
FORM OF AMENDMENT TO LEASE AGREEMENT
[See attached]