

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT (the "Amendment") is dated _____, 2023 (the "Effective Date"), and is entered into by and between SAN MATEO COUNTY HARBOR DISTRICT ("Landlord") and ORDER AT THE CORNER, INC., a California corporation ("Tenant"). Landlord and Tenant are referenced in the aggregate as the "Parties" and sometimes, when a provision applies to each of them individually, as a "Party."

Recitals

A. Landlord is the owner of 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 1 of the concession building located at Pillar Point Harbor (the "Property"); and

B. Tenant and Landlord entered into that certain Lease, dated November 20, 1980, as amended by: (i) Amendment to Lease, dated October 11, 1982, (ii) Amendment to Lease, dated May 8, 1984, (iii) Second Amendment to Lease, dated October 18, 1985, (iv) Assignment of Lease and Consent of Lessor, dated April 28, 1983, and (v) Assignment of Lease and Consent of Lessor, dated October 6, 2016 (collectively, the "Lease"), pursuant to which Tenant operates a restaurant on a portion of the Property; and

C. Tenant proposes to assign the Lease to Pelagic Restaurant Group, a California corporation ("Pelagic"), and the Parties acknowledge such assignment is subject to the conditions and requirements in Article XVI of the Lease, including Landlord's consent; and

E. The Parties desire to amend the Lease to provide for the negotiation and execution of a new amended and restated lease between Landlord and Pelagic in the event of such assignment:

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

Agreement

Section 1. Notwithstanding anything in the Lease to the contrary, the Parties hereby amend the Lease as follows:

a. In the event of an assignment by Tenant to Pelagic, the term of the Lease shall expire at 12:00 AM (midnight) on the 180th day following the effective date of such assignment, unless otherwise superseded by an amended and restated lease between Landlord and Pelagic. For the purposes of this section, the effective date of the assignment shall be the effective date of the agreement between Tenant, as assignor,

and Pelagic, as assignee, which provides for the assignment and assumption of the Lease (the "Assignment Agreement").

b. In the event of an assignment by Tenant to Pelagic, Landlord agrees to waive until September 30, 2023, Tenant's obligation under Article V of the Lease, regarding continuous operations.

c. The provisions in paragraphs a. and b. of this Section 1 shall have no force or effect in the event that Tenant and Pelagic fail to effect an assignment of the Lease on or before July 31, 2023.

Section 2. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the Effective Date.

LANDLORD:

SAN MATEO COUNTY HARBOR
DISTRICT

By: _____
James B. Pruett
General Manager

TENANT:

ORDER AT THE CORNER, INC., a
California corporation

By: _____
Albert J. Dunne
President

APPROVED AS TO FORM:

Trisha Ortiz, General Counsel