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www.delmarseafoods.com

O: 831-763-3000 | F: 831-763-2444

February 2, 2026

City of Los Angeles Harbor Dept.
Attn: Executive Director
P.O. Box 151
San Pedro, CA 90733

Re: Request to Sublease

To Whom It May Concern:

We write to you to formally request your approval of a tentative sublease/cohabitation arrangement under Permit No. 891 (as amended), entered into by and between the City of Los Angeles and Del Mar Seafoods, Inc. (the "Permit"). Pursuant to Section 10 of the Permit, we provide you with the following information pertaining to the tentative sublease/cohabitation arrangement:

(a) Specific identification of the entity with whom Tenant proposes to undertake the Transfer

- i. Augello Enterprises, LLC will be the sublessee.

(b) Specific and detailed description of the Transferee's entity type, ownership, background/history, nature of the Transferee's business, Transferee's character and reputation and experience in the operations proposed

- i. Augello Enterprises, LLC, founded in 2004, is a California limited liability company. It operates as a commercial fishing and seafood processing company. Augello Enterprises has a great reputation in the industry, which is why we chose them to partner with us at the facility. Augello Enterprises, LLC currently leases a building at the Port (740 S. Seaside Avenue, San Pedro, CA 90731) and are looking to sublease a portion of this premises from Del Mar to add additional processing capacity to their port operations.

(c) Specific and detailed description of the type of Transfer proposed and the rights proposed to be transferred, and the permissibility of the proposed Transfer under Applicable Laws

- i. Del Mar Seafoods, Inc. seeks to sublease/cohabitate the premises to Augello Enterprises, LLC, pursuant to the terms and conditions of the Sublease Agreement entered into by Augello Enterprises and Del Mar Seafoods (a copy of such agreement has been provided herewith). Both Del Mar and Augello will have the right to enter and operate at the premises under the Sublease and will work together to coordinate those activities. Del Mar seeks to offload fish at the premises during various points during the year, while Augello seeks to utilize the building to pack fish, so coordinating will be very simple.



(d) Specific and detailed description of the operations proposed to be undertaken at the Premises by Tenant and Transferee if City consents to the Transfer which includes a breakdown of the responsibilities and duties of Tenant and Transferee.

i. Augello Enterprises, LLC is a commercial fishing and processing company. They primarily catch and sell California squid and anchovies. They intend to use the building to unload and pack fish (same operations that Del Mar is permitted to engage in at the facility under the Permit). No building alterations will be necessary in connection with this sublease. At times, Del Mar may enter the premises to unload its vessels from time to time, and will coordinate those activities with Augello Enterprises, LLC, pursuant to the Sublease Agreement entered into by the parties.

(e) All of the terms of the proposed Transfer, including the total consideration payable by Transferee; the specific consideration (if any) payable by Transferee in connection with the Premises and/or uses under this Agreement if the proposed Transfer is part of an acquisition or purchase that involves assets outside this Agreement; the proposed use of the Premises; the effective date of the proposed Transfer; and a copy of all documentation concerning the proposed Transfer.

i. A copy of Sublease Agreement entered into by Augello Enterprises, LLC and Del Mar Seafoods has been provided herewith. The parties will split the monthly rent 50/50. Operating expenses will be apportioned in accordance with the Sublease Agreement. Augello Enterprises, LLC will obtain an insurance policy covering the premises and Del Mar will maintain the policy it currently has.

Included with this letter is all the requisite information and documentation required under the Permit and applicable law. If you have any questions or additional requests, please do not hesitate to reach out to myself or the team at Augello Enterprises, LLC. We appreciate your help in reviewing our request.

Sincerely,



Joe Roggio
CFO

Enclosures

SUBLEASE AGREEMENT

This Sublease Agreement (this "Lease"), dated as of the Effective Date set forth in Item 1 of the Basic Lease Provisions, below, is made and entered into by and between Del Mar Seafoods, Inc., a California corporation, hereinafter referred to as "Landlord," and, Augello Enterprises, LLC, a California limited liability company, hereinafter referred to as "Tenant."

BASIC LEASE PROVISIONS

- 1. Effective Date:** The later of (i) October 1, 2025; (ii) or the date that the first Amendment to Permit 891 is approved by the City of Los Angeles.
- 2. Landlord:** Del Mar Seafoods, Inc.

Address (for notices): Del Mar Seafoods, Inc.
Attn: Joe Roggio; Carter Goetz
331 Ford Street
Watsonville, CA 95076
Email: jroggio@delmarseafoods.com
cgoetz@delmarseafoods.com
- 3. Prime Landlord:** The City of Los Angeles, a municipal corporation

Address: Los Angeles Harbor Department
Attn: Executive Director
P.O. Box 151
San Pedro, CA 90733
- 4. Tenant:** Augello Enterprises, LLC

Address (for notices): Augello Enterprises, LLC dba Southern Coast Trading
Attn: Dominic Augello
1365 Daisy Ave.
Long Beach, CA 90813
Email: dominic@scoastrading.com
- 5. Premises:** Parcels No. 1, 2, and 3 on Harbor Engineer's Drawing No. 5-5001-1 Rev. 1 on file in the office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department of City ("Harbor Engineer"), which consists of the following: approximately 15,057 square feet of land identified as Parcel No. 1 (the "Building"); 3,762 square feet of non-exclusive wharf identified as Parcel No. 2 (the "Wharf"); and 11,435 square feet of land identified as Parcel No. 3 (the "Land") shall be referred to herein as the "Premises". The Premises is situated in the City of San Pedro, County of Los Angeles, State of California, and has a common street address of 1001 S. Seaside Ave. The Premises is depicted/described on **Exhibit A** attached hereto.
- 6. Leased Space:** Approximately 3,000 square feet of enclosed processing space located within the Building (as defined herein) as well as

approximately 12,127 sq ft of wharf and land space. The leased space is 50% of the premises.

7. **Premises Address:** 1000 S Seaside Ave., San Pedro, CA
8. **Commencement Date:** The date which the City of Los Angeles approves the First Amendment to Permit No. 891.
9. **Initial Term:** The initial term will begin on the Commencement Date and continue through June 6, 2026 ("Initial Term").
- If Landlord is granted an extension to the Initial Term under the Prime Lease (as defined herein), then Landlord and Tenant may mutually agree to extend the Initial Term, as provided herein.
10. **Monthly Base Rent:** Monthly Base Rent for each month of the Initial Term shall be \$5,899.53, which represents 50% of the total monthly rent of the Premises under the Prime Lease for the same period.
- The Monthly Rent shall be subject to certain adjustments as provided under the Prime Lease, and Tenant hereby agrees that the Monthly Rent shall be adjusted accordingly under this Lease, such that the Monthly Base Rent under this Lease shall always be equal to 50% of the Monthly Rent provided under the Prime Lease.
- Tenant shall also be responsible for its share of the Premises' operating and maintenance expenses, as provided for under this Lease and the Prime Lease. If Landlord pays the full amount of any operating expenses, Landlord may invoice Tenant for its respective portion, as provided for in this Lease.
- The Monthly Base Rent shall be paid to Landlord on or before the first day of each month, unless otherwise agreed upon in advance by Landlord.
11. **Use of Leased Space:** The Premises (including the Leased Space) shall be used in accordance with the uses permitted under the Prime Lease, which allows for the operation and maintenance of a facility for the offloading and processing of wet fish from commercial fishing boats, and associated water-dependent operations.
12. **Prime Lease:** Permit No. 891 dated June 7, 2011, entered into by and between the City of Los Angeles, a municipal corporation ("Prime Landlord") and Landlord, as amended from time to time (as amended, the "Prime Lease"), a redacted copy of which is attached hereto as **Exhibit B**.
13. **Broker(s):** None

This Lease shall consist of the foregoing Items of the Basic Lease Provisions, and the provisions of the Standard Lease Provisions (the "**Standard Lease Provisions**") and schedules and exhibits attached hereto, inclusive, all of which are incorporated herein by this reference as of the Effective Date. In the event of any conflict between the provisions of the Basic Lease Provisions and the provisions of the Standard Lease Provisions, the Standard Lease

Provisions shall control. Any initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Standard Lease Provisions.

STANDARD LEASE PROVISIONS

1. PREMISES AND TERM.

1.1 Lease and Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the "Leased Space" specified in the Basic Lease Provisions, subject to the terms and conditions set forth herein and in the Prime Lease. Tenant shall have all rights provided to use the Leased Space that are provided to Landlord under the Prime Lease. Landlord hereby grants Tenant the non-exclusive right to access the entire Premises, as is necessary for Tenant to utilize the Leased Space.

1.2 Term. The initial term of this Lease shall commence on the "Commencement Date" specified in the Basic Lease Provisions, and except as otherwise provided herein, shall continue in full force and effect through the "Initial Term" specified in the Basic Lease Provisions. As used herein, "Term" shall mean the Initial Term, and, Option Term(s) (as defined below), if applicable.

1.3 Extension Option.

1.3.1 Grant; Exercise. Subject to Prime Landlord granting Landlord an extension under the Prime Lease, Landlord and Tenant may mutually agree to extend the Initial Term for up to one (1) additional year (the "Extension Option"), subject to Prime Landlord's approval as provided in the Prime Lease. Tenant shall notify Landlord of its desire to exercise the Extension Option at least six (6) months in advance of the expiration of the then current term, and Landlord will notify Prime Landlord of the same.

1.3.2 Option Term Base Rent. The monthly Base Rent payable by Tenant during the Option Term (if any) (the "Option Base Rent") shall be determined by the calculation set forth in Item 10 of the Basic Lease Provisions.

1.4 Condition of the Premises

1.4.1 Premises Leased in an As Is Condition.

A) Tenant acknowledges that it has inspected the Leased Space and accepts the same in their present "AS-IS" condition as suitable for the purpose for which the Leased Space are leased and Landlord shall have no duty or obligation to improve, or pay for any improvement for, the Leased Space or any portion thereof, or correct any violation of any Applicable Laws except as for provided in the Prime Lease (as defined below). Tenant acknowledges that, except as expressly stated in this Lease, no representations or promises were made by Landlord or any agent of Landlord to repair, alter, remodel, or improve the Leased Space or Premises in general. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant hereby waives any rights, claims, or actions against Landlord under any express or implied warranties of suitability.

B) Subject to obtaining the necessary approvals from Landlord and Prime Landlord and complying with Applicable Law, Tenant desires to install the equipment listed on Exhibit C at the Premises. Any equipment installed by Tenant, shall be removed by Tenant at the expiration or early termination of the Lease. Any and all damage caused by such removal shall be repaired by Tenant, at Tenant's sole cost and expense. Tenant will be responsible for all the work required of Tenant or necessary to complete the Premises for occupancy. All such work by Tenant shall be designed, approved, performed, and completed in strict compliance with any building permits, the provisions of this Agreement, the

provisions of the Prime Lease, **Exhibit D**, and any design criteria provided by Landlord to Tenant and consistent with Landlord's rules and regulations and Applicable Laws.

2. RENT. Rent (as defined below) shall accrue hereunder from the Commencement Date set forth in the Basic Lease Provisions. Base Rent (as defined below) together with any other sums payable by Tenant under this Lease shall collectively constitute the "Rent."

2.1 Base Rent. As consideration for the leasing of the Premises, Tenant shall pay to Landlord the ("Base Rent") set forth in the Basic Lease Provisions.

2.2 Adjustment of Rent. Tenant acknowledges the Prime Lease provides annual adjustments to the Base Rent amount. Accordingly, Tenant understands that the Base Rent (including the Option Base Rent) amount it pays each year will increase in accordance with the calculation provided in the Prime Lease, as amended from time to time.

2.3 Payment of Rent. The first full calendar month's Base Rent, together with any preceding partial calendar month's Base Rent, shall be due and payable upon execution of this Lease. Thereafter, Tenant shall pay to Landlord all amounts due from Tenant to Landlord hereunder, whether for Rent or otherwise, in lawful money of the United States, at the place set forth in the Basic Lease Provisions, or at such other addresses as Landlord may have specified by written notice, without any deduction or offset. Base Rent shall be paid to Landlord without demand and in advance on the first day of each and every calendar month during the Term. All other amounts due and payable to Landlord pursuant to the terms hereof shall be paid to Landlord upon demand pursuant to the terms of this Lease. The Base Rent for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.4 Late Payments. Tenant acknowledges that late payment by Tenant of any sum owed to Landlord under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amounts of which are extremely difficult and impracticable to fix. Therefore, if any installment of Rent or other payment due from Tenant is not received by Landlord when due within five days following the date, Tenant shall pay to Landlord an additional sum (a "Late Charge") in an amount equal to 10% of the overdue Rent or other sum owed as a late charge. Late Charges shall be deemed Rent and shall be paid by Tenant to Landlord immediately upon written demand. The parties agree that this Late Charge represents a fair and reasonable estimate of the administrative and other costs that Landlord will incur by reason of a late payment by Tenant. Acceptance of any Late Charge shall not constitute a waiver of Tenant's default with respect to the overdue payment, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity.

3. USE.

3.1 Use of Premises.

3.1.1 General. The Leased Space shall be used by Tenant only for the Use described in the Basic Provisions, as permitted under the Prime Lease, and for no other use or purpose (the "Agreed Use"). Tenant acknowledges and agrees that, Landlord has not made any representations or warranties with respect to the suitability of the Leased Space or Premises for Tenant's uses. Tenant and its agents, employees, contractors, subcontractors, and subtenants, invitees (collectively, "Tenant Parties") shall at all times comply with all nondiscriminatory rules and regulations regarding the Premises as Landlord may establish from time to time; provided, however, that in the event of a conflict between such rules and regulations and this Lease, this Lease shall prevail and control.

3.1.2 Landlord's Offloading Activities. Landlord shall have the right to (collectively, "Landlord's Unloading Rights") (i) enter and use the Premises at anytime to unload commercial fishing vessels; and/or (ii) cause Tenant to supply unloading services to unload commercial fishing vessels. Tenant agrees that Landlord's Unloading Rights are senior to the unloading rights of all others, including those of Tenant. Tenant agrees to cooperate with Landlord in connection with the Landlord's Unloading Rights so as to not interfere with such unloading operations. Similarly, Landlord agrees to work with Tenant such that Landlord's offloading activities do not interfere with the operations of Tenant within the Leased Space. Tenant shall have the right to use the offloading equipment at

its discretion, so long as such use does not interfere with Landlord's use thereof, as set forth herein. Tenant acknowledges that Landlord owns all unloading equipment and pumps located on the wharf, and that nothing contained in this Agreement conveys any rights in such equipment to Tenant. Upon termination of this Lease, Landlord will retain all of its equipment, including all the unloading equipment, it is then storing on the Premises. Tenant, at times, may use the offloading equipment to provide offloading services to Landlord in accordance with this Agreement. Tenant acknowledges and agrees that Tenant providing the Landlord Unloading Rights are material to Landlord's decision to enter into this sublease.

3.1.3 Storage. Tenant may utilize storage areas located on the Premises that are not within the perimeter of the Lease Space, subject to the approval of Landlord. Tenant acknowledges that Landlord is retaining the rights to store assets on the Premises (other than within the Leased Space) and will work with in good faith Landlord to ensure neither party's storage interferes with the operations or storage of the other party.

3.1.4 Compliance With Laws. Tenant shall be responsible for and shall at its own cost and expense obtain any and all licenses and permits necessary to permit the Agreed Use of the Premises by Tenant for its specific business operations and purposes. Tenant shall comply with all laws (including, without limitation, the Americans with Disabilities Act of 1990 (the "ADA")), ordinances, building codes, rules, regulations, orders, and directives of any governmental authority having jurisdiction (including without limitation any certificate of occupancy) now or in the future applicable to the Premises (collectively, "Applicable Laws"), applicable to Tenant's Alterations or use of the Premises. Tenant shall not place a load upon any area of the Premises which exceeds the load per square foot that area was designed to carry and/or which is allowed by law. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, on, at, about or upon, or connected with, the Premises that are caused by Tenant, all at Tenant's sole cost and expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other persons. In all cases, Tenant shall comply with the terms and conditions set forth in the Prime Lease.

3.1.5 Increase in Insurance. Tenant shall not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the state insurance authority to disallow any sprinkler credits. If any increase in the fire and extended coverage insurance premiums paid by Landlord is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes any increase in such premiums, then Tenant shall pay as Rent, immediately upon demand, the amount of such increase to Landlord, and, upon demand by Landlord, shall, at Tenant's sole cost and expense, correct the cause of such disallowance, increased cost, penalty or surcharge to the satisfaction of the particular insurance provider or authority, as applicable.

3.1.6 Restrictions Under Prime Lease. Tenant shall use and occupy the Premises in the manner and use consistent with the Agreed Use and shall at all times comply with all Applicable Laws and all protective covenants and restrictions of record affecting such use, and all rules and regulations (including odor control) of the Landlord and the Prime Landlord with respect to the Premises. Tenant's use of the Premises shall otherwise at all times be in compliance with the use provisions of the Prime Lease.

3.2 Hazardous Materials.

3.2.1 General. Except for (a) the incidental use of certain commonly used products in customary amounts for routine cleaning and maintenance of floors, bathrooms, windows, kitchens, and administrative offices and other improvements on the Premises and (b) the hazardous materials disclosed by Tenant to Landlord and Prime Landlord, in each case used in compliance with all Applicable Laws (collectively the "Permitted Hazardous Materials"), Tenant hereby represents, warrants and covenants that Tenant will not (and shall not permit or any other Tenant's Party to) produce, use, store, generate, treat, release, remediate, discharge, dispose of, handle, manufacture, or transport any Hazardous Materials (as defined below) in, on, at, under, about, to or from the Premises (the foregoing activities are sometimes referred to herein, collectively, as "Hazardous Materials Activities"). Tenant shall not, without Landlord's prior written consent in Landlord's sole and absolute discretion, cause or permit any Hazardous Material (except for Permitted Hazardous Materials) to be brought upon, placed, stored, or used on, in, at, under or about the Premises by Tenant or Tenant's Parties, and shall not permit any Hazardous Materials to be manufactured, generated, blended, handled, recycled, disposed of, or released on, in, at, under or about the Premises by Tenant or

Tenant's Parties. Tenant shall not excavate, disturb or conduct any testing of any soils in, on, under or about the Premises, without obtaining Landlord's and Prime Landlord's prior written consent, in their sole and absolute discretion, and any investigation or remediation in, on, under or about the Premises shall be conducted only by a consultant approved in writing by Prime Landlord and pursuant to a work letter approved in writing by Prime Landlord. Tenant shall not violate any Environmental Laws (defined below) in its use of the Premises or conduct of its business operations therefrom including, without limitation, its use of the Permitted Hazardous Materials. As used herein, "Hazardous Material" means any chemical, substance, material, controlled substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, benzene, toluene, ethyl benzene, xylenes, waste oil, asbestos, radon, polychlorinated biphenyls, degreasers, solvents, and any and all of those chemicals, substances, materials, controlled substances, objects, wastes or combinations thereof which are now or may become in the future listed, defined or regulated in any manner as "hazardous substances," "hazardous wastes," "toxic substances," "solid wastes" or bearing similar or analogous definitions pursuant to any and all Environmental Laws. As used herein, "Environmental Laws" means any federal state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority, existing now or in the future, which classify, regulate, list or define hazardous substances, materials, wastes contaminants, pollutants and/or the Hazardous Materials, pertaining to (i) the existence, release, threatened release, use, storage, handling, generation, remediation and/or transportation of Hazardous Materials or (ii) health, industrial hygiene or the environmental conditions in, on, under, above or about the Premises, including without limitation the following statutes and regulations, and any other legal authority, regulations, or policies relating to or implementing such statutes and regulations:

(A) **Federal.** Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; Clean Water Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 78401 et seq.; Toxic Substances Control Act, 12 U.S.C. § 2601 et seq.; Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.; The Refuse Act of 1899, 33 U.S.C. § 407; Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) and the Environmental Protection Agency Table (40 C.F.R. Part 302 and amendments thereto);

(B) **Other Laws and Regulations.** All other regulations promulgated pursuant to said foregoing laws or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Materials defined herein as of the execution date of this Lease.

3.2.2 Reporting. Tenant shall submit to Landlord, within five business days following its receipt of the same (or if prepared by Tenant or any such subtenant of Tenant, within five business days following its preparation of the same), a full and complete copy of each of the following:

(a) any written communication, demand, complaint, pleading, threat, notice or inquiry received or communicated by Tenant that is received from or delivered to any governmental agency, any adjacent landowner, or any other third party relating in any way to: (i) any Hazardous Material Activities by Tenant or any other Tenant's Party or any federal, state, local or other governmental or quasi-governmental approval with respect to the existence, release, use, storage, handling, generation, remediation or transportation of Hazardous Materials by Tenant or any other Tenant's Party, ("Hazardous Material Permit") (ii) the actual or alleged presence and/or release of any Hazardous Materials by Tenant or any other Tenant's Party or other adverse environmental condition in, on, under, about or adjacent to the Premises, (iii) any bodily injury or property injury or property damage suffered in connection with any Hazardous Material Activities by Tenant or any other Tenant's Party occurring (or environmental condition located) in, on, about or under the Premises, or (iv) any actual or alleged violation of any Environmental Law by Tenant or any other Tenant's Party relating to, or occurring in, under, on or about the Premises; and

(b) any environmental or Hazardous Materials assessment, audit or report prepared by or for Tenant or any other Tenant's Party relating in any manner to the Premises.

3.2.3 Disclosure and Warning Obligations. Tenant shall also comply with all laws, ordinances, and regulations regarding warning obligations with respect to the presence of Hazardous Materials at the Premises and any Hazardous Materials Activities at the Premises by Tenant or any other Tenant's Party or as otherwise may be required by law. Tenant acknowledges and agrees that it will promptly notify Landlord prior to reporting to any governmental or quasi-governmental agencies any matters relating to Hazardous Materials or Hazardous Materials Activities by Tenant or any other Tenant's Party at the Premises and Landlord shall have the right to review such reports. So long as Tenant will not be in violation of any laws requiring Tenant to make such reports, Landlord shall have the right to assume control over the making of such reports to the applicable governmental or quasi-governmental agencies. Tenant further agrees to cooperate with Landlord in complying with all Environmental Laws regarding the disclosure of the presence or danger of Hazardous Materials. Notwithstanding the foregoing, Tenant shall, prior to delivering any notices required by this Section to any governmental entity or agency, deliver written notice to Landlord of the same so as to afford Landlord ample opportunity to take over such obligation if Landlord so desires.

3.2.4 Landlord's Rights. Landlord shall have the right (but not the obligation) to enter upon the Premises to inspect any suspected non-compliance and/or cure any non-compliance by Tenant with the terms of this Section or any Environmental Laws or any release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials by Tenant or any other Tenant's Party on, in, at, under, from, or about the Premises, regardless of the quantity of any such release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on or about the Premises, the full cost of which shall be deemed to be Rent and shall be due and payable by Tenant to Landlord immediately upon demand.

3.2.5 Default; Termination of Lease. If any material information provided to Landlord by Tenant relating to information concerning Hazardous Materials is false, incomplete, or misleading in any material respect, the same shall be deemed an Event of Default by Tenant under this Lease. Landlord shall have the right to terminate the Lease, after delivery of written notice to Tenant and after Tenant has been afforded a reasonable opportunity to cure, in the event that (a) any use of the Premises by Tenant involves the generation or storage, use, treatment or disposal of Hazardous Materials in a manner or for a purpose prohibited by any governmental agency or authority; (b) Tenant has been required by any lender or governmental authority to take remedial action in connection with Hazardous Materials contaminating the Premises if the contamination resulted from Tenant's action, negligent inaction or use of the Premises; or (c) Tenant is subject to an enforcement order issued by any governmental authority in connection with the use, disposal or storage of Hazardous Materials on the Premises (unless Tenant is diligently seeking compliance with such enforcement order).

3.2.6 Indemnification. Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend and hold Landlord, Landlord's asset and property managers, Landlord's lenders, and Landlord's affiliates, and each of their respective members, managers, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (collectively, the "Landlord Indemnified Parties") harmless from any and all Claims (as defined below), including, without limitation, damages arising out of the diminution in the value of or loss of use of the Premises, the Building and/or the Land (or any portion thereof) and sums paid in settlement of claims, which arise during or after the Term in whole or in part as a result of or related in any manner to the presence or suspected presence of any Hazardous Materials, in, on, at, under, from or about the Premises and/or other adjacent properties due to, caused by or in any manner related to Tenant's or Tenant's Parties' activities or negligent failures to act, on or about the Premises.

3.2.7 Remediation Obligations of Tenant. In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any Applicable Law (including, without limitation, any Environmental Law), or by any governmental entity as the result of any Hazardous Materials Activities by Tenant or any other Tenant's Party upon, about, in, at, above or beneath the Premises, Tenant shall, at Tenant's sole cost and expense, perform or cause to be performed the Remedial Work in compliance with all Applicable Laws. All Remedial Work shall be performed by one or more qualified contractors selected by Tenant and approved in advance in writing by Landlord in Landlord's reasonable discretion. All costs and expenses reasonably incurred by Landlord in connection with such Remedial Work shall be paid by Tenant.

3.2.8 Remediation Obligations of Landlord. Landlord shall have no form of liability or responsibility for any release into the environment of or contamination from Hazardous Materials to the extent the same results from (a) any act, omission, negligence or misconduct of Tenant or any Tenant's Party or (b) any act or omission of any third party (i.e., an entity or individual that is not an agent, employee or contractor of Landlord).

3.2.9 Prime Lease Environmental Obligations. Tenant shall, at its expense, comply with and conform to, and cause the Premises and any other Person occupying any part of the Premises to comply with and conform to, in all material respects, all Insurance Requirements and Legal Requirements (including all applicable Environmental Laws) applicable to the Premises and/or Tenant's use or operations thereat. Tenant shall not at any time (a) cause, permit or suffer to occur any Environmental Violation, (b) permit any sublessee, assignee or other Person occupying the Premises under or through Tenant to cause, permit or suffer to occur any Environmental Violation and, at the request of Landlord, Tenant shall promptly remediate or undertake any other appropriate response action to correct any existing Environmental Violation, however immaterial, to the extent such Environmental Violation was caused by Tenant or any Tenant's Parties (excluding invitees), and (c) without the prior written consent of Landlord, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof. Any and all reports prepared for or by Landlord, with respect to the Premises shall be for the sole benefit of Landlord and any Lender and no other Person shall have the right to rely on any such reports, but nothing contained herein shall prevent Tenant from obtaining a separate reliance letter or report from such provider for its own benefit. All terms in this subsection that are not defined herein shall have the meanings ascribed to them in the Prime Lease.

4. TAXES.

4.1 Payment of Real Property Taxes. If real property taxes, general or special assessments, or similar impositions imposed by any authority having the direct power to tax are issued on the Premises or this Lease, then Landlord and Tenant, in good faith, shall split such levied amounts evenly between Landlord and Tenant. Each party agrees to pay their fair share of the taxes, assessments, and fees in a timely fashion. Tenant or Landlord may request records from the other pertaining to any taxes or assessments to verify the assessed amounts are accurate. If one of the parties pays the full amount of the real property taxes, then such paying party may bill the other party for their respective share of such taxes, and such other party shall reimburse the paying party within (30) days.

4.2 Liability for all Personal Property Taxes. Each respective party shall be liable for all taxes levied or assessed against such party's respective personal property, furniture, fixtures, and Leasehold Improvements (as defined below) placed by or on the Premises. If any such taxes for which Tenant is liable are, (a) levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or (b) if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, fixtures, above-standard Leasehold Improvements or alterations, additions or improvements placed by or for Tenant in the Premises, and Landlord elects to pay the Taxes based on such increase, Tenant shall pay to Landlord, immediately upon Landlord's demand therefor, the amount paid by Landlord for such taxes.

5. MAINTENANCE AND REPAIR OBLIGATIONS.

5.1 If Tenant becomes aware of any damage on the Premises, Tenant shall immediately notify Landlord of such damage. If Landlord becomes aware of any damage on the Premises, Landlord shall immediately notify Tenant.

5.2 Landlord shall, keep and maintain all of its equipment located on the Premises in good and sanitary condition, promptly making all necessary repairs and replacements, including but not limited to, any Leasehold Improvements (including, without limitation, any electrical facilities and/or equipment installed by or on behalf of Landlord such as the commercial fish unloading equipment located on the wharf). Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

5.3 Tenant shall, keep and maintain all parts of the Premises in good and sanitary condition, promptly making all necessary repairs and replacements, including but not limited to, any Leasehold Improvements (including, without limitation, any electrical facilities and/or equipment installed by or on behalf of Tenant), any repairs and

maintenance items required by a tenant under the Prime Lease, windows, glass and plate glass; doors; any special store front or office entry; interior walls and finish work; floors and floor covering; truck doors, dock bumpers, dock plates; fixtures; termite and pest extermination, and regular removal of trash and debris. To the extent Tenant uses the offloading equipment owned by Landlord, Tenant shall use such equipment with care and ensure to clean and repair the equipment to the extent Tenant's use causes damage.

5.4 If either party damages the Premises, such responsible party shall cover any and all costs associated to repair damage caused by such responsible party and shall indemnify the non-responsible party against any claims, losses, liabilities, or the like that arises out of the damage caused by the responsible party. If Landlord covers any maintenance or operating costs that should have otherwise been covered by Tenant pursuant to this Lease, then Landlord may bill Tenant for such costs accordingly.

5.5 In cases where (i) the Prime Lease requires repair or maintenance to be taken care of by the Tenant; and (ii) fault for damage is due to neither party; the parties shall work together in good faith to apportion the repair costs and obligations based on usage of the Premises.

6. **ALTERATIONS.** Tenant shall make no alterations, additions, or improvements (collectively, "Alterations") to the Premises (including, without limitation, roof and wall penetrations, and those listed in Exhibits C or D) or any part thereof without obtaining the prior written consent of Landlord in each instance. Such consent may be granted or withheld in Landlord's reasonable discretion, provided, however, that notwithstanding the foregoing, Landlord may withhold its consent in its sole and absolute discretion, to any Alteration that would cause a Design Problem (as defined below). Landlord may impose as a condition to such consent such requirements as Landlord may deem necessary or desirable, including, without limitation that: (a) Landlord shall be furnished with working drawings for Landlord's approval before work commences; (b) Landlord shall reasonably approve the contractor by whom the work is to be performed; (c) Tenant or Tenant's contractor shall obtain adequate course of construction and general liability insurance, which shall be in place and name Landlord as an additional insured under the contractor's liability and property insurance policies; (d) Tenant shall comply with Landlord's instructions relating to the manner in which the work is to be performed; and/or (e) Prime Landlord consent to the Alterations. Tenant shall reimburse Landlord for all out-of-pocket costs and expenses incurred by Landlord for any architectural or engineering services reasonably required in connection with any Alterations (including, without limitation, Landlord's review of the plans, specifications, and budget for purposes of determining whether to grant consent to any proposed Alterations) and, if and to the extent reasonable (taking into account the nature of the Alterations proposed), for out-of-pocket costs incurred for third party supervision of the construction of Alterations. All such alterations, additions, or improvements must be performed in a good and workmanlike and first-class manner in compliance with all Applicable Laws and diligently prosecuted to completion. Tenant shall deliver to Landlord, (i) prior to commencement of such work, a copy of the building permit and/or any other required governmental approvals or consents with respect thereto; (ii) immediately upon completion of the work, a certificate of occupancy, if applicable; and (iii) such other information as is requested by Landlord or Prime Landlord. Should Tenant make any Alterations without Landlord's prior written consent, or without satisfaction of any of the conditions established by Landlord in conjunction with granting such consent, Landlord shall have the right, in addition to and without limitation of any right or remedy Landlord may have under this Lease, at law or in equity, to require Tenant to remove all or some of the Alterations at Tenant's sole cost and restore the Premises to the same condition as existed prior to undertaking, constructing, or installing the Alterations or, if Tenant shall fail to do so, Landlord may cause such removal or restoration to be performed at Tenant's expense and the cost thereof shall be Rent to be paid by Tenant to Landlord immediately upon demand. Landlord shall have the right, by notice provided to Tenant at the time it grants its consent to any Alteration (or at any time with respect to any Permitted Alterations) to require Tenant, at Tenant's expense, to remove any and all Alterations and to restore the Premises to its prior condition upon the expiration or sooner termination of this Lease. Tenant shall notify Landlord in writing at least 10 business days prior to the commencement of any such work in or about the Premises, and Landlord shall have the right at any time and from time to time to post and maintain notices of non-responsibility in or about the Premises. Upon completion of any Alterations, Tenant shall deliver to Landlord, within 30 days following completion of the Alterations, a reproducible copy of the "as built" drawings of the Alterations. For purposes of this Lease, a "Design Problem" shall be deemed to exist if any portion of any Alterations: (A) adversely affects the exterior appearance of the Premises or the Building; (B) adversely affects the Building Operating Systems; (C) would be reasonably likely to adversely affect the structural soundness of any of the structural elements of the Building; (D) requires Landlord to provide additional services (above and beyond those normally provided) to the Premises; (E) could result in a higher frequency of (or more severe) injuries to persons

and/or damage to property; and/or (F) fails to comply with any Applicable Laws. Tenant shall have no right or authority to cause or allow the Premises or Landlord's estate or interest therein or in and to this Lease to be subjected to any liens for Tenant's Alterations or the Leasehold Improvements.

7. **LIENS.** Tenant shall have no authority, express or implied, to create or place (or allow to be created or placed) any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises or to charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant shall pay or cause to be paid the full amount of all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises, in every case, before such amounts become delinquent. Tenant shall discharge of record by payment, bonding or otherwise any lien filed against the Premises on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises immediately upon the filing of any claim of lien. Tenant shall indemnify, defend and hold the Landlord Indemnified Parties (as defined below) harmless from any and all Claims arising out of or related to asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Premises, the Building or the Land or this Lease arising from or relating any act or agreement of Tenant or any of the Tenant's Parties. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises or Tenant's leasehold estate. Landlord shall have the right, at Landlord's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and any late charges, shall be Rent immediately due and payable to Landlord by Tenant upon delivery of a bill therefor.

8. **SIGNS.** Tenant shall not erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which are visible from the exterior of the Premises (a) unless the same comply with all Applicable Laws and sign ordinances and (b) without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. All signs shall be in compliance with all Applicable Laws, any reasonable design restrictions of Landlord, and all covenants, conditions and restrictions relating to the Premises, and no sign shall constitute an Objectionable Sign. All signs shall be maintained by Tenant (at Tenant's sole cost and expense) in a good and first class condition and in proper operating order at all times. As used herein, an "Objectionable Sign" shall mean and include any signs, window or door lettering, placards, decorations or advertising media of any type which are visible from the exterior of the Premises and which includes a name or logo which relates to an entity which is of a character or reputation, or is associated with a political faction or orientation, that is reasonably objectionable to Landlord.

9. **UTILITIES.** Tenant shall pay for all operating expenses related to the Premises, including, but not limited to, all charges related to water, wastewater usage and maintenance, gas, heat, light, telephone, sewer, alarm, and sprinkler charges and for other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities (in every case, before such amounts become delinquent), and shall furnish all electric light bulbs, ballasts and tubes to the Premises. If any such services are not separately metered or billed to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered or billed. Landlord shall in no event be liable for any damages directly or indirectly resulting from or arising out of the interruption or failure of utility services on the Premises. Notwithstanding the foregoing, if any utilities for the Premises are not separately metered, Landlord shall reasonably estimate Tenant's revised proportionate share (the "Revised Proportionate Share") of utility consumption based on Tenant's operation within the Premises, specifically regarding the water usage for the tempering process and electric usage for the freezers.

10. **FIRE AND CASUALTY DAMAGE.**

10.1 Notice of Destruction. If the Premises are damaged or destroyed by fire, earthquake, or other casualty (a "Casualty"), Tenant shall give immediate written notice thereof to Landlord.

10.2 Loss Due to Casualty. If, at any time prior to the expiration or termination of this Lease, the Premises are totally or partially damaged or destroyed due to Casualty, then either party may (a) elect to repair such damage or destruction (at its sole expense), and in such event, this Lease shall continue in full force and effect; or (b) if neither party elects to repair the Premises, elect to terminate this Lease. Notwithstanding the foregoing, if the Prime

Lease terminates as a result of the Premises being damaged or destroyed by Casualty, then this Lease shall terminate immediately.

10.3 Destruction of Improvements and Personal Property. In the event of any damage to or destruction of the Premises, under no circumstances shall Landlord be required to repair, replace or compensate Tenant or any other person for the repair, restoration or replacement of (a) any and all trade fixtures, machinery and equipment, telecommunications equipment, data cabling, movable partitions, furniture and items of personal property owned by Tenant, any of the Tenant's Parties or any other person located in, on or about the Premises (collectively, the "Tenant's Personal Property") nor (b) any and all Alterations or Tenant improvements (collectively, the "Leasehold Improvements"), installed in the Premises by or on behalf of Tenant.

10.4 Exclusive Remedy. The provisions of this Section shall constitute Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises, and Tenant waives and releases all statutory rights and remedies in favor of Tenant in the event of damage or destruction. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

11. INDEMNITY AND INSURANCE

11.1 Waiver and Indemnity.

11.1.1 Tenant's Waiver and Indemnity. Tenant hereby assumes all risk of damage to property in, upon or about the Premises and releases and waives all claims and causes of action against all Landlord Indemnified Parties for any damage to property (including, without limitation, loss of profits and intangible property) in any way relating to Tenant's use and occupancy of the Premises, including, without limitation, as a result of the buildings and improvements of which the Premises are a part becoming out of repair, the leakage of gas, oil, water, steam or electricity emanating from their usual conduits, or the performance by Landlord or Landlord's contractors, employees or agents of any work except to the extent caused by the negligence, gross negligence or willful misconduct of the Landlord Indemnified Parties. Tenant shall indemnify, protect, defend and hold the Landlord Indemnified Parties harmless from and against any and all claims, judgments, damages, liabilities, losses, sums paid in settlement of claims, costs and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs), obligations, liens and causes of action, whether threatened or actual, direct or indirect (collectively, "Claims"), which arise out of, are occasioned by or which are in any way attributable to or related to the use or occupancy of the Premises by any Tenant's Parties or any other activity by any Tenant's Parties on the Premises during the Term or any holdover period; provided, however, that Tenant's indemnity of the Landlord Indemnified Parties pursuant to this Section shall not in any event apply to any Claims to the extent those Claims arise out of any negligence, gross negligence or willful misconduct of Landlord or any of its agents, employees or contractors. Notwithstanding and in addition to the foregoing, because Tenant must carry insurance pursuant to this Agreement to cover the Tenant's Personal Property and the Leasehold Improvements within the Premises, Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from any Claims with respect to any such property, even if resulting from the negligence or willful misconduct of Landlord or any of its agents, employees or contractors. Solely for the purpose of effectuating Tenant's indemnification obligations under this Lease, and not for the benefit of any third parties (including, but not limited to, employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under any applicable state or local statutes. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. The parties acknowledge that the foregoing provisions and waivers in this Section have been specifically and mutually negotiated between the parties.

11.1.2 Landlord's Indemnity. Landlord shall indemnify, protect, defend and hold the Tenant and Tenant's affiliates and each of their respective members, managers, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective permitted successors and assigns (collectively, the "Tenant Indemnified Parties") harmless from and against any and all Claims which arise out of, are occasioned by or which are in any way attributable to or related to any grossly negligent acts or willful misconduct of the Landlord or any of its agents, employees or contractors in, on, or about the Land during the Term, or any holdover period; provided, however, that, Landlord's indemnity of the Tenant Indemnified Parties pursuant to this Section shall not apply to the

extent such Claims arise from the negligent acts or willful misconduct of Tenant or any other Tenant's Party.

11.2 Tenant's Insurance Obligations. Tenant agrees that at all times from and after the date Tenant is given access to the Premises for any reason, Tenant shall carry and maintain, at its sole cost and expense, the following types, amounts and forms of insurance which the Landlord shall ensure that at all times meets or exceeds the coverages as set forth in the Prime Lease and the Prime Landlord and "The City of Los Angeles Harbor Department, its officers, agents and employees" are named as additional insured on Tenants insurance coverage:

11.2.1 General Liability Insurance; Automobile Insurance. A commercial general liability policy covering property damage, personal injury, advertising injury and bodily injury, and including blanket contractual liability coverage for obligations under this Lease, covering the Premises in an amount of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, and a commercial automobile liability insurance policy covering owned, hired and non-owned vehicles used by Tenant or any of the Tenant's Parties in an amount of not less than \$1,000,000.00 per occurrence and \$3,000,000 aggregate. Such policy shall be in the occurrence form with a per location general aggregate and shall not include deductibles in excess of commercially reasonable amounts. Tenant shall pay any deductibles. The amounts of such insurance required hereunder shall be subject to adjustment from time to time as required by Landlord based the amounts of such insurance generally required at such time for comparable tenants, premises, and buildings in the general geographical location of the Building or the requirements of the Holder of any Security Document.

11.2.2 Property Insurance. A policy or policies, including the Boiler and Machinery Perils and the Special Causes of Loss form of coverage ("All Risks"), including vandalism and malicious mischief, theft, sprinkler leakage (including earthquake sprinkler leakage) and water damage coverage in an amount equal to the full replacement value, new without deduction for depreciation, on an agreed amount basis (no co-insurance requirement), of all of the Tenant's Personal Property located in the Premises and all Leasehold Improvements located in the Premises. Such insurance shall also include business interruption and extra expense coverage for Tenant's operations and debris removal coverage for removal of property of Tenant and Tenant's Parties which may be damaged within the Premises, and (if Tenant assigns this Lease to a non-Affiliate) shall not include deductibles in excess of commercially reasonable amounts. Tenant shall pay any deductibles under Tenant's insurance policies.

11.2.3 Business Interruption Insurance. At all times during the Term of this Lease, Tenant shall procure and maintain business interruption insurance with statutory limits and in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against for a period of not less than 12 months.

11.2.4 Workers' Compensation Insurance. At all times during the Term of this Lease, Tenant shall procure and maintain worker's compensation insurance in compliance with federal, state, and local law including Employer's Liability coverage (Contingent Liability/Stop Gap) in the amount of \$1,000,000 each accident; \$1,000,000 bodily injury by disease policy limit; and \$1,000,000 bodily injury each employee.

11.2.5 Other Coverage. Such other reasonable coverage as is requested by Landlord from time to time, based on the nature of Tenant's operations at the facility. Tenant shall ensure that it adequately insures risks to the facility associated with having Hazardous Materials on site.

11.3 Evidence of Coverage. All of the policies required to be obtained by Tenant shall be with companies and in form satisfactory to Landlord. Each insurance company providing coverage shall have a current Best's Rating of "A-XII" or better. Tenant shall add Landlord and any lender of Landlord as additional insureds and shall provide that any coverage to additional insureds shall be primary (such that when any policy issued to Landlord provides duplicate coverage or is similar in coverage, Landlord's policy will be excess over Tenant's policies) for the commercial generally liability and commercial automobile liability insurance policies. Tenant shall provide Landlord, if any, with certificates and copies of endorsements of insurance acceptable to Landlord issued by each of the insurance companies issuing any of the policies required, and said certificates and endorsements shall provide that the insurance issued thereunder shall not be altered, canceled or non-renewed until after 30 days' written notice of such pending alteration, cancellation or non-renewal (10 days for nonpayment of premiums) is provided to Landlord. "Claims made" policies shall not be permitted. Each policy shall permit the waiver of claims and the waiver subrogation. Evidence of insurance coverage shall be furnished to Landlord prior to Tenant's possession of the Premises and

thereafter not fewer than 15 days prior to the expiration date of any required policy. Tenant may satisfy its insurance obligations hereunder by carrying such insurance under a so-called blanket policy or policies of insurance which are acceptable to Landlord. If Tenant fails to obtain any insurance required hereby or provide evidence thereof to Landlord, Landlord may, but shall not be obligated to, and Tenant hereby appoints Landlord as its agent to, procure such insurance and bill the cost of the insurance (plus the amount of any other costs incurred by Landlord in obtaining such insurance) to Tenant. Tenant shall pay such costs to Landlord as Rent with the next monthly payment of Base Rent.

11.4 Waiver of Subrogation. Each party shall cause their respective property insurance and worker's compensation policies to include a waiver of such carrier's, entire right of recovery (i.e., subrogation) against the other party, and the officers, directors, agents, representatives, employees, successors and assigns of the other party, for all claims which are covered or would be covered by the property insurance required to be carried hereunder or which is actually carried by the waiving party.

12. LANDLORD'S RETAINED RIGHTS.

12.1 Access. Landlord hereby retains its rights under the Prime Lease: (a) to enter into and upon the Premises to inspect them, to protect the Landlord's interest therein, or to post notices of non-responsibility, (b) to take all necessary materials and equipment into the Premises for necessary maintenance, and perform necessary maintenance or other work therein, (c) to perform periodic environmental audits, inspections, investigations, testing and sampling of the Premises; (d) to exercise Landlord's Unloading Rights or occupy various areas of the Premises that do not interfere with Tenant's operations within the Leased Space; or (e) to access any property that Landlord continues to store on the Premises. The parties shall work together to harmonize operations when Landlord is exercising its Unloading Rights at the same time Tenant is operating its equipment at the Premises. No entry into the Premises by Landlord under this Section shall cause or permit any abatement of Rent by Tenant for any reason or constitute or be deemed to constitute a constructive eviction.

12.2 Use for Unloading. Landlord is permitted to enter the Premises at anytime exercise the Landlord Unloading Rights. Landlord may send its employees or contract employees to complete the offloading activities. Tenant may use the offloading equipment from time to time, so long as such use does not (i) interfere with Landlord's use thereof; and (ii) cause unreasonable wear and tear on the equipment. If Tenant supplies labor or other resources to assist Landlord in its offloading activities, Landlord shall pay Tenant an agreed-upon unloading fee, which shall be consistent with the industry standard fee generally charged for offloading services of similar nature.

12.3 Storage. Landlord may continue to store various assets at the Premises related to unloading commercial fish. Such assets may include, forklifts, bins, racks, truck docks, and other equipment reasonably necessary for smooth unloading operations. Landlord's assets stored on the Premises shall not interfere with Tenant's operations at the Premises. The parties shall work together in good faith to ensure each of their operations on the Premises do not interfere with those of the other.

13. NONCIRCUMVENTION. In consideration of Landlord's decision to enter into this Lease with Tenant, Tenant shall not, at any time, attempt to cut Landlord out of the Prime Lease by attempting to lease the Premises directly from Prime Landlord or taking such other actions that may affect Landlord's ability to re-lease the Premises in the future. If at any point, Landlord elects not to renew the Prime Lease over the Premises, Tenant may freely lease the Premises. Tenant shall not take any actions that may cause the Prime Landlord to terminate the Prime Lease. This section shall survive (1) year from expiration or termination of this Lease.

14. ASSIGNMENT AND SUBLETTING.

14.1 No Transfers. Tenant shall not, either involuntarily or voluntarily or by operation of law or otherwise, assign, sublease, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees (each a "Transfer" and any person or entity to whom a Transfer is made or sought to be made is referred to herein as a "Transferee"). Any Transfer that is made in violation of this Agreement or the Prime Lease shall be invalid and Landlord or Prime Landlord may terminate this Agreement by providing Tenant with seven (7) days prior written notice. For the purposes of this Agreement, it shall be a prohibited

Transfer if more than 25% of Tenant's ownership interests are transferred in a twelve (12) month period.

14.2 Waiver, Default and Consent. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to a Transfer of the Premises or any portion thereof. Any attempted Transfer shall be null void and of no force or effect and shall constitute an Event of Default under this Lease.

14.3 Assignment in Bankruptcy. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. 101 et seq., or such similar laws or amendments thereto which may be enacted from time to time (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

14.4 Assumption of Obligations. Any person or entity to which this Lease is Transferred to shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

15. CONDEMNATION.

15.1 Total Taking. If the whole or any substantial part of the Premises shall be taken or damaged because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, including acts or omissions constituting inverse condemnation, or any transfer of the Premises or portion thereof in avoidance of the exercise of the power of eminent domain (collectively, a "Taking"), and the Taking would prevent or materially interfere with the use of the Premises by Tenant for the Agreed Use for a period in excess of 180 days, this Lease shall terminate effective when the physical Taking of the Premises shall occur.

15.2 Partial Taking. If part of the Premises shall be subject to a Taking and this Lease is not terminated as provided in the Section 15.1, this Lease shall not terminate, unless Tenant chooses to terminate the Lease by providing notice to the Landlord of such termination within 30 days of the taking, but the Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area of the Premises rendered unusable by Tenant.

15.3 Condemnation Award. The entire award or compensation for any Taking of the Premises, or any part thereof, or for diminution in value, shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any separate award made to Tenant for loss of business, for relocation purposes, or for the taking of Tenant's Personal Property.

15.4 Exclusive Remedy. This Section shall be Tenant's sole and exclusive remedy in the event of any Taking.

16. SURRENDER AND HOLDING OVER.

16.1 Surrender. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises in as good condition as when received, reasonable wear and tear excepted, broom clean and free of trash and rubbish, and free from all tenancies or occupancies by any person. Tenant shall remove all of Tenant's Personal Property from the Premises prior to the expiration or earlier termination of this Lease and shall, at its own cost, completely repair any and all damage to the Premises and the Building resulting from or caused by such removal by Tenant of Tenant's Personal Property. All of the Leasehold Improvements or other alterations, additions and improvements to the Premises (including, without limitation, all wall coverings, floor coverings, built-in cabinets, paneling and the like) shall become the property of Landlord and remain on the Premises at the end of the Term, unless Landlord shall, by written notice given to Tenant, require Tenant to remove some or all of such Leasehold

Improvements, in which event Tenant shall promptly remove prior to the date of such expiration or termination the Leasehold Improvements designated by Landlord to be so removed and shall promptly restore, patch and repair any resulting damage, all at Tenant's sole expense.

16.2 Holding Over. If Landlord agrees in writing that Tenant may hold over after the expiration or earlier termination of this Lease, unless the parties hereto otherwise agree in writing as to the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon 30 days' prior written notice. If Tenant holds over without the consent of Landlord, the same shall be a tenancy at sufferance only, which shall be terminable by Landlord at any time and (a) Tenant shall be liable to Landlord for any and all actual damages incurred by Landlord (and shall reimburse Landlord for all of Landlord's actual costs and expenses (including, without limitation, for attorney's fees) in connection with Tenant's failure to surrender the Premises in accordance with the terms of this Lease and (b) Tenant shall additionally indemnify, defend and hold Landlord harmless from and against any and all Claims, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises in accordance with the terms of this Lease. All of the other terms and provisions of this Lease shall be applicable during any holdover period, with or without consent, except that Tenant shall pay to Landlord from time to time upon demand, as Rent for the period of any holdover without Landlord's consent, an amount equal to 200% of the then applicable Base Rent, computed on a daily basis for each day of the holdover period. Except to the extent expressly provided in the first sentence of this Section, no holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease. The preceding provisions of this Section shall not be construed as Landlord's consent to any holding over by Tenant

17. QUIET ENJOYMENT MODIFIED. Tenant hereby acknowledges and agrees that it is waiving its rights to complete quiet enjoyment by granting Landlord certain rights to access and use the Premises freely, including, but not limited to the Landlord Unloading Rights. Landlord and Tenant hereby agree to work together in good faith to ensure that each party's access, use, and enjoyment of the Premises does not unreasonably inhibit the operations of the other party.

18. EVENTS OF DEFAULT. The occurrence of any of the following events shall be deemed to constitute a material default and breach of this Lease by Tenant (an "Event of Default"):

18.1 Failure to Pay Rent or Expenses. Tenant shall fail to pay any installment of the Rent herein reserved or any other payment, expense, or reimbursement to Landlord required herein within five days of when due unless Tenant fails to pay after a cure period of five days from the date Landlord provides Tenant of notice of the failure.

18.2 Insolvency. Tenant or any guarantor of Tenant's obligations hereunder (if any) shall generally not pay its debts as they become due or shall admit in writing the inability to pay its debts or shall make a general assignment for the benefit of creditors.

18.3 Appointment of Receiver. A receiver or trustee (or similar official) shall be appointed for all or substantially all of the assets of Tenant.

18.4 Bankruptcy. The filing of any voluntary petition by Tenant under the Bankruptcy Code, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of 90 days.

18.5 Attachment. The attachment, execution or other judicial seizure or non-judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of 15 business days after the levy thereof.

18.6 Vacation of Premises. Tenant shall vacate or abandon all or a substantial portion of the Premises prior to the expiration of the Term for more than 10 days.

18.7 Certificates. Any failure by Tenant to execute and deliver any statement or document described in Section 21 or any estoppel certificate requested to be so executed and delivered by Landlord within the time periods specified therein applicable thereto, where such failure continues for five days after delivery of written notice of such failure by Landlord to Tenant.

18.8 Failure to Discharge Liens. Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of Section 7 within 15 days after written notice.

18.9 False Financial Statement. Landlord discovers that any financial statement given to Landlord by Tenant, any assignee, subtenant, or successor in interest of Tenant, or any guarantor of Tenant's obligations hereunder, or any of them, was materially false when given to Landlord.

18.10 Interference with Landlord's Residual Use of Premises. Tenant shall materially interfere with or outright prohibit Landlord from exercising its access or use of the Premises, as set forth under this Lease and the Prime Lease.

18.11 Failure to Comply with Lease Terms. Tenant breaches or fails to comply with, any term, provision or covenant of this Lease or the Prime Lease.

19. LANDLORD'S REMEDIES. Upon the occurrence of any Event of Default, Landlord may, at its option without further notice or demand and in addition to any other rights and remedies hereunder or at law or in equity, do any or all of the following:

19.1 Termination. Terminate Tenant's right to possession of the Premises by any lawful means, or terminate the Lease, which in either case, Tenant shall immediately surrender possession of the Premises to Landlord and, in addition to any rights and remedies Landlord may have at law or in equity, Landlord shall have the following rights:

19.1.1 Re-enter the Premises then or at any time thereafter and remove all persons and property and possess the Premises, without prejudice to any other remedies Landlord may have by reason of Tenant's default, and Tenant shall have no further claim hereunder.

19.1.2 Recover all damages and costs incurred by Landlord by reason of the default, including but not limited to (a) all reasonable costs incurred by Landlord in retaking possession of the Premises and restoring them to good order and condition; (b) all costs, including without limitation brokerage commissions, advertising costs and restoration and remodeling costs, incurred by Landlord in reletting the Premises; and/or (c) any other amount, including without limitation actual attorneys' fees reasonably incurred and audit expenses, necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

19.1.3 Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, with all rights and powers necessary to effectuate the provisions of this Section.

19.2 Continuation of Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder, and, at Landlord's election, to re-enter and relet the Premises on such terms and conditions as Landlord deems appropriate. Without limiting the generality of the foregoing, Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due. If Landlord relets the Premises or any portion thereof, any rent collected shall be applied against amounts due from Tenant. Landlord may execute any lease made pursuant hereto in its own name, and Tenant shall have no right to collect any such rent or other proceeds. Landlord's re-entry and/or reletting of the Premises, or any other acts, shall not be deemed an acceptance of surrender of the Premises or Tenant's interest therein, a termination of this Lease or a waiver or release of Tenant's obligations hereunder.

19.3 Appointment of Receiver. Cause a receiver to be appointed in any action against Tenant and to

cause such receiver to take possession of the Premises and to collect the rents or bonus rent derived therefrom. The foregoing shall not constitute an election by Landlord to terminate this Lease unless specific notice of such intent is given.

19.4 Late Charge. Charge late charges as provided in Section 2.4.

19.5 Interest. Charge interest on any amount not paid when due as provided in Section 23.2. Interest shall accrue from the date funds are first due or, if the payment is for funds expended by Landlord on Tenant's behalf, from the date Landlord expends such funds.

19.6 Attorneys' Fees. Collect, upon demand, all reasonable attorneys' fees and expenses incurred by Landlord in enforcing its rights and remedies hereunder.

19.7 Injunction. To restrain by injunction or other equitable means any breach or anticipated breach of this Lease by Tenant.

19.8 Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, then, in addition to and without prejudice to any other right or remedy of Landlord (including, without limitation, any right or remedy provided under Section 7), Landlord may cure the same at the expense of Tenant (a) immediately and without notice in the case (i) of emergency or (ii) where such default will result in the violation of any Applicable Law or the cancellation of any insurance policy maintained by Landlord and (b) in any other case if such default continues for 10 business days from the receipt by Tenant of notice of such default from Landlord. Any sums so paid by Landlord (and all costs actually incurred by Landlord in connection with any action by Landlord under this Section), together with interest thereon at the Default Rate from the date of such payment, shall be payable to Landlord as Rent immediately upon demand, and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

19.9 Waiver of Right of Redemption. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease. Notwithstanding any provision of this Lease to the contrary, the expiration or termination of this Lease and/or the termination of Tenant's rights to possession of the Premises shall not discharge, relieve, or release Landlord or Tenant from any obligation or liability whatsoever under any indemnity provision of this Lease, which is intended to survive such expiration.

19.10 No Waiver. Nothing in this Section shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The delivery of keys to the Premises to Landlord or to Landlord's agent or any employee thereof shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been terminated.

19.11 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions, or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions, or provisions.

20. LANDLORD DEFAULT; TENANT'S REMEDIES.

20.1 Landlord's Default. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord by this Lease within 30 days after written notice is delivered by Tenant to Landlord, specifying in detail the obligation which Landlord has failed to perform. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

20.2 Tenant's Remedies. In the event of any default, breach, or violation of Tenant's rights under this Lease by Landlord, Tenant's exclusive remedies shall be an action for specific performance or action for actual damages. Tenant hereby waives the benefit of any laws granting it the right to perform Landlord's obligation, a lien upon the property of Landlord and/or upon Rent due Landlord, or the right to terminate this Lease or withhold Rent on account of any Landlord default.

20.3 Non-Recourse. Notwithstanding anything to the contrary contained in this Lease or in any exhibits, riders or addenda hereto attached (collectively the "Lease Documents"), it is expressly understood and agreed by and between the parties hereto that: (a) the recourse of Tenant or its successors or assigns against Landlord (and the liability of Landlord to Tenant, its successors and assigns) with respect to (i) any actual or alleged breach or breaches by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents or (ii) any matter relating to Tenant's occupancy of the Premises (collectively, "Landlord's Lease Undertakings") shall be limited to solely an amount equal to six (6) months of Monthly Base Rent; (b) Tenant shall have no recourse against any other assets of Landlord, its affiliates or officers, directors or shareholders; (c) except to the extent of Landlord's equity interest in the Premises from time to time, no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Landlord or its affiliates, or against any of their respective members, managers, directors, officers, shareholders, employees, agents, constituent partners, beneficiaries, trustees or representatives, and (d) at no time shall Landlord be responsible or liable to Tenant for any lost profits, lost economic opportunities or any form of consequential or punitive damages (collectively, "Consequential Damages") as the result of any actual or alleged breach by Landlord of Landlord's Lease Undertakings.

21. MORTGAGES. This Lease and all of Tenant's rights hereunder shall be subject and subordinate at all times to any deed of trust, mortgage or ground lease which may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof (collectively, "Security Documents"). Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. If any such Security Document is foreclosed or terminated, as applicable, at the election of Landlord's successor in interest, Tenant agrees, for the benefit of such successor in interest, to attorn to such successor in interest and become its tenant on the terms and conditions of this Lease for the remainder of the Term, and if required, to enter into a new lease with such successor in interest in the form of this Lease.

22. PRIME LEASE PROVISIONS.

22.1 Termination of Prime Lease. In the event of a termination of the Prime Lease, this Lease shall terminate.

22.2 Prime Lease Covenants. Tenant agrees to be bound to all terms, conditions, and covenants contained in the Prime Lease with respect to the Premises to the same extent as if Tenant were the Landlord. To the extent this Lease and the Prime Lease conflict, the Prime Lease shall control in all cases.

22.3 Subordination to Prime Lease. This Lease is subject and subordinate to the Prime Lease, and any Mortgage (as such term is defined in the Prime Lease) encumbering the Premises. Tenant shall keep, observe, and perform or cause to be kept, observed, and performed, faithfully all of those terms, covenants, and conditions of Landlord under the Prime Lease with respect to the Premises.

22.4 Senior Instruments. This Agreement is subject and subordinate in all respects to all matters of

record title (collectively, the "Senior Instruments"), including, without limitation, each deed, mortgage, ground or master lease, or lease entered into in connection with any sale-leaseback transaction, which may now or hereafter be placed on or affect the Project or Landlord's other real estate (collectively, the "Prime Leased Premises") or any portion thereof, or Landlord's interest or estate in the Prime Leased Premises or any portion thereof, and to each advance made or hereafter to be made under any Senior Instrument, and to all renewals, modifications, consolidations, replacements, or extensions of, and to all substitutions for, any Senior Instrument, whether now or hereafter in effect.

22.5 Consent of Prime Landlord. Tenant agrees that in any case where the provisions of this Lease require the consent or approval of Landlord prior to the taking of any action, it shall be a condition precedent to the taking of such action that the prior consent or approval of Prime Landlord. In the event Prime Landlord's consent is so obtained, Landlord agrees that its consent shall not be unreasonably withheld, delayed, or conditioned except as otherwise provided herein. Landlord agrees that it shall use commercially reasonable efforts to obtain Prime Landlord's consent in such circumstances (provided that in no event shall Landlord be required to compensate Prime Landlord to obtain such consent), but otherwise shall not have any duty or responsibility with respect to obtaining the consent or approval of Prime Landlord.

23. GENERAL PROVISIONS.

23.1 Singular and Plural. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

23.2 Interest on Past-Due Obligations. Except as expressly herein provided to the contrary, any amount due to Landlord not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

23.3 Time of Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

23.4 Binding Effect. The terms, provisions, and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

23.5 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to contracts made and to be performed in such state without regard to its choice of laws rules and/or principles.

23.6 Captions. The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

23.7 Amendments. This Lease may not be altered, changed, or amended except by an instrument in writing signed and dated by both parties. Tenant agrees to make such reasonable modifications to this Lease as may be required by any lender in connection with the obtaining of financing or refinancing of the Premises or any portion thereof, provided that Landlord reimburses Tenant for its costs incurred in connection therewith, and provided that such modifications do not alter how the Premises are used by Tenant, do not increase the amount of Rent to be paid by Tenant, and do not increase Tenant's exposure to liability.

23.8 Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease and contains all of the covenants and agreements of Landlord and Tenant with respect thereto and supersedes all prior agreements or understandings. Tenant acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or anyone acting on behalf of Landlord, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect.

23.9 Waivers. The waiver by either party of any term, covenant, agreement or condition herein

contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may arise between the parties in the administration of this Lease be construed to waive or lessen the right of either party to insist upon the performance by the other in strict accordance with all of the provisions of this Lease. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any provisions, covenant, agreement, or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

23.10 Attorneys' Fees. If either Landlord or Tenant commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this Lease or the Premises, including but not limited to any action for recovery of Rent due and unpaid, to recover possession or for damages for breach of this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

23.11 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not constitute a merger. Such event shall, at the option of Landlord, either terminate all or any existing subtenancies or operate as an assignment to Landlord of any or all of such subtenancies.

23.12 Survival of Obligations. All obligations of Landlord or Tenant hereunder which by their express or implied terms survive the termination or expiration of this Lease and that are not fully performed as of the expiration or earlier termination of the Term, shall survive the expiration or earlier termination of the Term, including without limitation, all payment obligations with respect to Rent and all obligations concerning the condition of the Premises.

23.13 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23.14 Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably and materially interfere with Tenant's use of the Premises for the Agreed Use.

23.15 No Third Party Beneficiaries. This Lease is not intended by either party to confer any benefit on any third party, including without limitations any broker, finder, or brokerage firm.

23.16 Counterparts/Electronic Signatures. The parties hereto agree that this Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. The parties hereto further agree that such executed counterparts may be delivered by facsimile or other electronic method which, upon transmission to the other party, shall have the same force and effect as delivery of the original signed counterpart, provided that original signature pages shall follow promptly thereafter.

23.17 Notices. Whenever any notice or demand is required or permitted hereunder, such notice or demand in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (a) upon personal delivery; (b) upon confirmation of delivery by Federal Express or other reputable overnight delivery service; or (c) upon written or printed confirmation of delivery by facsimile; correctly addressed to the parties at the addresses set forth in the Basic Lease Provisions; or at such other address as the recipient may have specified by written notice to the other party.

23.18 Confidentiality. Except as required to be disclosed by any applicable law, court order, legal process or applicable securities rules or regulations, Tenant agrees to keep this Lease and its terms, covenants, obligations and conditions, and any financial information provided in connection herewith, strictly confidential and not to disclose

such matters to any other landlord, tenant, prospective tenant, or broker; provided, however, Tenant may provide a copy of this Lease to its attorneys, accountants and bankers, and to a non-party solely in conjunction with Tenant's reasonable and good faith effort to secure an assignee or sublessee for the Premises.

23.19 Broker's Fees. Landlord and Tenant each represent and warrant that it has dealt with no broker, agent or other person in connection with this with this transaction, , and that no broker, agent or other person brought about this transaction.

23.20 Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law, except as otherwise provided herein.

23.21 No Recordation of Lease. Neither this Lease nor any memorandum hereof may be recorded.

23.22 Authority. If Tenant is a corporation, partnership, limited liability company, or other similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease. In addition, Tenant hereby represents and warrants that Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"). To the best of Tenant's knowledge, none of Tenant's shareholders/investors is named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the government(s) of any jurisdiction(s) in which the undersigned is doing business (including the List of Specially Designated Nationals and Blocked Persons administered OFAC as such list may be amended from time to time, or any law, regulation or Executive Order administered by OFAC). In connection with the foregoing, it is expressly understood and agreed that (a) any breach by Tenant of the foregoing representations and warranties shall be deemed an Event of Default by Tenant under this Lease and shall be covered by the indemnity provisions of this Lease, and (b) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

23.23 Interpretation. This Lease shall be construed according to its terms without regard to which party, or which party's attorneys, prepared its form.

23.24 Landlord's Approvals. Except where the provisions of this Lease expressly provide that Landlord's consent or approval must be reasonably given, all consents or approvals of Landlord sought or required pursuant to the terms of this Lease may be given or withheld in Landlord's sole and absolute discretion.

23.25 Waiver of Right to Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY TRIAL HELD AS A RESULT OF A CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LEASE IN WHICH LANDLORD AND TENANT ARE ADVERSE PARTIES. THE FILING OF A CROSS-COMPLAINT BY ONE AGAINST THE OTHER IS SUFFICIENT TO MAKE THE PARTIES "ADVERSE."

23.26 Force Majeure. Neither Landlord nor Tenant shall incur any liability to the other with respect to, and shall not be responsible for any failure to perform, any of their obligations hereunder (other than their monetary obligations hereunder) if such failure is caused by any reason beyond the control of the respective party, including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, pandemic or failure or disruption of utility services (collectively, a "Force Majeure Event"). The amount of time for each party to perform any of its obligations hereunder (other than their monetary obligations hereunder) shall be extended on a day for day basis for each day that the party is delayed in performing such obligation by reason or any Force Majeure Event, whether similar to or different from the foregoing types of occurrences. Tenant's payment obligations shall be proportionately reduced if Tenant is unable to meet its obligations as a result of any Force Majeure Event which prevents Tenant from being able to use any part of the Premises.

23.27 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of

partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

23.28 Civil Code Section 1938 Advisory. The following notice is given pursuant to California Civil Code Section 1938: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby agree that if Tenant elects to perform a CASp inspection of the Premises, Tenant will provide written notice to Landlord, and Landlord may elect, in Landlord's sole discretion, to retain a CASp to perform the inspection. If Landlord does not so elect, the time and manner of the CASp inspection is subject to the prior written approval of Landlord. In either event, the payment of the fee for the CASp inspection shall be borne by Tenant. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be borne by Tenant.

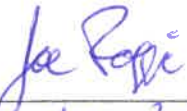
23.29 Lease subject to Prime Landlord Approval. The validity of this Lease shall be subject to the pre-approval of the City of Los Angeles, pursuant to a city Order.

[remainder of page intentionally blank; signature page follows]

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

LANDLORD:

DEL MAR SEAFOODS, INC.
a California corporation

By: 
Name: Joe Roggio
Title: CFO

TENANT:

AUGELLO ENTERPRISES, LLC
a California limited liability company


By: 
Name: Dominic Augello
Title: Owner / Secretary

EXHIBIT B

PRIME LEASE (Redacted)

[See Attached]

EXHIBIT C

TENANT EQUIPMENT LIST

[See Attached]

EXHIBIT D

TENANT WORK LETTER

Tenant will have the right to construct and install Leasehold Improvements in accordance with, and subject to the limitations and conditions set forth in, this Exhibit D.

I. INITIAL DELIVERY DATE

- 1.1 On the Commencement Date, Landlord will deliver the Premises to Tenant in its then current condition, i.e., "AS IS", "WITH ALL FAULTS".
- 1.2 **EXCEPT AS SET FORTH IN THE LEASE, LANDLORD HAS MADE AND WILL MAKE NO WARRANTIES TO TENANT WITH RESPECT TO THE CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, AND LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. EXCEPT AS SET FORTH IN THE LEASE, TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE BUILDINGS OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND TENANT SHALL CONTINUE TO PAY THE RENT WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.**

II. TENANT WORK

- 2.1 Tenant's architect and its mechanical and structural engineer (the "Design Professionals") and general contractor (the "General Contractor") for the design and construction of any Leasehold Improvements in the Premises will be subject to Landlord's prior written approval (not to be unreasonably withheld, conditioned, or delayed).
- 2.2 Prior to Tenant's commencement of any construction or renovation work in the Premises that would otherwise require Prime Landlord approval or a building permit:
 - (a) Tenant will cause the Design Professionals to prepare a set of space plans (the "Proposed Improvement Plans") for the Leasehold Improvements. Landlord shall either approve (which approval shall not be unreasonably withheld, conditioned, or delayed) the Proposed Improvement Plans or notify Tenant of the item(s) of the Proposed Improvement Plans that Landlord disapproves and the reason(s) therefor. If Landlord disapproves the Proposed Improvement Plans, Tenant shall cause the Design Professionals to revise and resubmit same to Landlord (the "Revised Improvement Plans"). After delivery of the Revised Improvement Plans to Landlord, Landlord shall either approve (which approval shall not be unreasonably withheld, conditioned, or delayed) the Revised Improvement Plans or notify Tenant in writing of the item(s) of the Revised Improvement Plans which Landlord disapproves and the reason(s) therefor. If Landlord disapproves the Revised Improvement Plans, Tenant shall cause the Design Professionals to further revise and resubmit same to Landlord for approval, and the foregoing process shall continue until the plans are approved. The Proposed Improvement Plans or Revised Improvement Plans, as approved by Landlord, are hereinafter referred to as the "Space Plans."
 - (b) Upon Landlord's approval of the Space Plans, Tenant shall cause the Design Professionals to prepare construction drawings (in accordance with the Space Plans) and specifications including complete sets of detailed architectural, structural, mechanical, electrical and plumbing working drawings (the "Proposed Construction Drawings") for the Leasehold Improvements and shall

deliver the Proposed Construction Drawings to Landlord for approval (which approval shall not be unreasonably withheld, conditioned or delayed). Landlord shall either approve the Proposed Construction Drawings or notify Tenant in writing of the item(s) of the Proposed Construction Drawings that Landlord disapproves and the reason(s) therefor. If Landlord disapproves the Proposed Construction Drawings, Tenant shall cause the Design Professionals to revise and resubmit same to Landlord for approval (the "Revised Construction Drawings"). After delivery of the Revised Construction Drawings to Landlord, Landlord shall either approve the Revised Construction Drawings or notify Tenant in writing of the item(s) of the Revised Construction Drawings which Landlord disapproves and the reason(s) therefor. If Landlord disapproves the Revised Construction Drawings, Tenant shall cause the Design Professionals to further revise and resubmit same to Landlord for approval, and the foregoing process shall continue until the plans are approved. The Proposed Construction Drawings or Revised Construction Drawings, as approved by Landlord, are hereinafter referred to as the "Construction Drawings."

- (c) Landlord's approval of the Construction Drawings shall in no manner indicate that Landlord believes the Construction Drawings are in compliance with all applicable codes, law and regulations and it shall be Tenant's and the Design Professionals' obligation to obtain all such requisite approvals.

2.3 Tenant shall submit to Landlord in writing the following information at least ten days prior to the commencement of construction of the Leasehold Improvements:

- (a) The name and address of each of the structural, mechanical, electrical, and plumbing subcontractors that the General Contractor intends to engage in the construction of the Leasehold Improvements. All such subcontractors shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. The General Contractor and all of the approved subcontractors are sometimes referred to hereinafter collectively as "Tenant's Contractors."
- (b) Copies of all licenses and permits required in connection with the performance of the Tenant Work (as defined below).
- (c) The anticipated commencement date of construction and estimated date of completion.
- (d) Evidence of property, liability, and worker's compensation insurance reasonably acceptable to Landlord as to insurer, policy terms and coverage (which, as to property and liability insurance policies, shall include, without limitation, naming Landlord and other parties requested by Landlord as additional insured/loss payee as applicable).

2.4 Tenant, at its sole cost and expense, shall cause Tenant's Contractors to perform all work required to complete the Leasehold Improvements substantially in accordance with the Construction Drawings (the "Tenant Work"). Landlord shall have the right to approve and supervise the portions of the Tenant Work related to the Buildings' mechanical, electrical and plumbing systems and structural elements, and to observe all other aspects of the Tenant Work, but any such approval, supervision or observation shall be strictly for Landlord's own purposes and shall not impose upon Landlord any express or implied duty to Tenant or any third party with respect to the Tenant Work or the Premises, including, without limitation, verification that the Leasehold Improvements are constructed in a good and workmanlike manner, substantially in accordance with the Construction Drawings or in accordance with Applicable Laws.

2.5 Tenant shall pay or cause to be paid the full amount of all sums due and payable by it on account of any labor performed or materials furnished in connection with the Leasehold Improvements in accordance with Section 7 of the Lease.

2.6 All Tenant Work shall be performed in a good and workmanlike manner in accordance with good industry practice and shall comply in all respects with Applicable Laws. All required building and other permits in

connection with the construction and completion of the Tenant Work shall be obtained and paid for by Tenant.

- 2.7 Tenant's Contractors shall be granted access to the Premises for construction of Tenant Work and inspecting same during normal business hours.
- 2.8 Tenant shall maintain the Premises and the surrounding areas in a clean and orderly condition during construction of the Leasehold Improvements. Tenant will cause Tenant's Contractors to promptly remove from the Premises, by use of their own trash containers, all rubbish, dirt, debris and flammable waste, as well as all unused construction materials, equipment, shipping containers and packaging generated by Tenant Work; neither Tenant nor Tenant's Contractors shall be permitted to deposit any such materials in Landlord's trash containers or elsewhere in the Buildings or on the Project. Storage of construction materials, tools, equipment, and debris shall be confined within the Premises. Landlord shall provide Tenant's Contractors with reasonable access to the Buildings' loading docks to stage and transport construction materials to the Premises at times reasonably determined by Landlord.