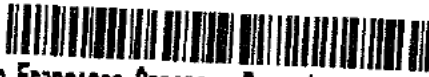


RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:



MAIL TAX STATEMENTS TO:



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2017-K479100-00

Check Number 1351
Thursday, JUL 20, 2017 14.06 08
Ttl Pd \$75.00 Rcpt # 0005638427
ofa/FT/1-21

(This space for Recorder's Use)

21
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NO APN/NO ADDRESS

Documentary Transfer Tax \$0 00
Per Undersigned

ASSIGNMENT OF SUBLEASE BY SUBLEASEE

dated July 10, 2017

by and between



Assignor

and



Assignee

for that certain

SUBLEASE dated, July 24, 1984
for SLIP F-14 at the PIER 39 MARINA
SAN FRANCISCO, CALIFORNIA

Separate page pursuant to Gov't code §27361.6

ASSIGNMENT OF SUBLEASE BY SUBLESSEE

THIS ASSIGNMENT OF SUBLEASE is executed to be effective the July 10, 2017 (the "Effective Date"), by and between [REDACTED] ("ASSIGNOR"), and [REDACTED] ("ASSIGNEE")

RECITALS

WHEREAS, Assignor is the owner and holder of a subleasehold estate (the "Subleasehold Estate") in that certain real property described in Exhibit "A" attached hereto and made a part hereof and commonly described as Slip F-14 (the "Slip") which Subleasehold Estate was created pursuant to the provisions of that certain Sublease, as evidenced by that Memorandum of Sublease dated July 24, 1984, as executed by PIER 39 LIMITED PARTNERSHIP, a California Limited Partnership, as Sublessor, and ASSIGNOR, as Sublessee, and recorded in the Official Records of the City and County of San Francisco, as Document D527, (the "Sublease"), the Term of the Sublease expires on September 19, 2034, and

WHEREAS, ASSIGNOR desires to assign and transfer to ASSIGNEE its Subleasehold Estate in the Slip as created by the Sublease, and ASSIGNEE desires to acquire said Subleasehold Estate

NOW, THEREFORE, it is hereby agreed as follows

1 Effective as of the Effective Date above set forth, ASSIGNOR does hereby grant, assign, transfer and convey to ASSIGNEE the Subleasehold Estate together with all

of ASSIGNOR'S rights, title and interest in and to the Slip as created by the Sublease in effect on the date hereof

2 Effective as of the Effective Date above set forth, ASSIGNEE hereby accepts the grant, assignment, transfer and conveyance of the Subleasehold Estate as so created by the Sublease, and hereby agrees to perform, keep and be bound by all of the terms, covenants and conditions contained in the Sublease to be performed or kept on the part of the Sublessee therein to the same extent and effect as though ASSIGNEE was named as the original Sublessee therein in place and stead of ASSIGNOR

3 ASSIGNEE hereby agrees to indemnify and hold ASSIGNOR harmless from any cause, action, claim, liability or expense arising on or after the Effective Date with regard to the Sublease ASSIGNOR hereby agrees to indemnify and hold ASSIGNEE harmless from any cause, action, claim, liability or expense arising before the Effective Date with regard to the Sublease

4 The Slip shall be used solely for the moorage of pleasure craft and not for the moorage of commercial craft or in connection with other commercial or business use unless otherwise expressly authorized by Sublessor and unless in compliance with all applicable laws, ordinances, rules, regulations and requirements or governmental authority Sublessee shall not use or permit the Slip to be used for residential purposes Commercial use shall mean use of the Slip for profit (except for charters and rentals approved by Sublessor) and shall include use of the Slip for sales, repairs, commercial fishing vessels and any other use not primarily oriented towards pleasure Residential use shall mean continuous use of a vessel in the Marina for a period in excess of seventy-two (72) hours, including use of the vessel for overnight lodging Not more than one boat shall be moored in the Slip at any one time unless otherwise expressly authorized in writing by Sublessor

This document may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Sublease to be effective as of the Effective Date first above set forth.

AS ASSIGNOR.

AS ASSIGNEE

[Redacted]

By

[Redacted signature line]

By

[Redacted signature line]

(notary certificate attached)

(notary certificate attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California,

SS

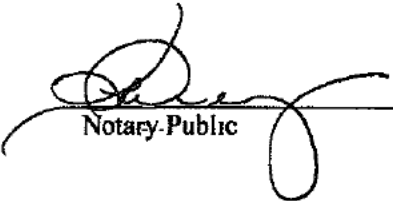
County of Ventura

On June 22, 2017, before me, K A Wing, Notary Public, personally appeared [REDACTED] who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument

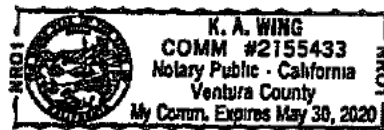
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

[seal]



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California,

ss

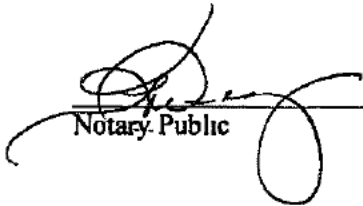
County of Ventura

On June 22, 2017, before me, K. A. Wing, Notary Public, personally appeared [REDACTED] who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument

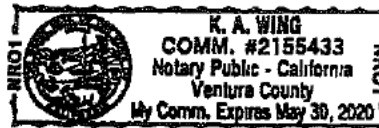
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

[seal]



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California,

ss

County of San Francisco

On June 30, 2017, before me, Danielle Finger, Notary Public, personally appeared [REDACTED] who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

[seal]

Danielle Finger
Notary Public



CONSENT OF SUBLESSOR

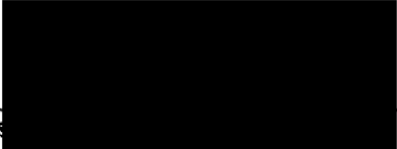
PIER 39 LIMITED PARTNERSHIP, a California Limited Partnership, as Sublessor under the above described Sublease, hereby approves and consents to the above assignment, transfer and conveyance and effective as of the Effective date above set forth agrees to recognize Assignee, as Sublessee, under said Sublease

**AS SUBLESSOR UNDER THE SUBLEASE
PIER 39 LIMITED PARTNERSHIP, a
California Limited Partnership**

By PIER 39 GP, LLC, a Delaware
Limited Liability Company, as
the General Partner

By PIER 39 GP, Inc , a Delaware
Corporation, as Managing Member

By 

By 
Its

(notary certificate attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of Illinois,

SS

County of Lake

On July 17, 2017, before me, Janice M Jerger, Notary Public, personally appeared [REDACTED] who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or entity upon behalf of which the persons acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

[seal]

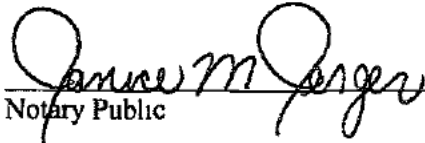

Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION &
PLAN

PLEASE SEE ATTACHED

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

All that certain parcel of land situated within the City and County of San Francisco, State of California, described as follows

Parcel I

Commencing at the intersection of the easterly line of Powell Street with the northerly line of Beach Street (X=1,447,906 18, Y=481,837 13), running thence northerly along the easterly line of Powell Street and its northerly extension, North 7° 55' 00" West, for a distance of 394 91 feet, thence South 78° 12' 53" East for a distance of 33 07 feet to the true point of beginning, thence South 78° 12' 53" East for a distance of 302 86 feet to the centerline of existing Pier 41, thence North 33° 16' 07" West for a distance of 772 68 feet, thence southwesterly at a right angle for a distance of 100 feet, thence North 33° 16' 07" West for a distance of 300 feet, thence North 56° 43' 53" East for a distance of 815 82 feet to a point on the U S Corps of Engineers Pierhead Line (X=1,448,190 68, Y=483,449 12), thence along said Pierhead Line, South 78° 17' 23" East, for a distance of 783 79 feet to a point (X=1,448,958 10, Y=483,290 04), thence leaving said Pierhead Line, South 15° 32' 26" East, for a distance of 1,462 51 feet, thence South 66° 19' 52" East for a distance of 186 01 feet, thence South 2° 23' 52" East for a distance of 98 93 feet, thence South 33° 36' 49" West for a distance of 109 14 feet, thence North 59° 05' 16" West for a distance of 170 69 feet, thence North 60° 38' 46" West for a distance of 195 00 feet, thence North 63° 13' 22" West for a distance of 100 10 feet, thence North 60° 38' 46" West for a distance of 178 00 feet to a point of tangency to a curve, concave to the Southwest and a radius of 411 78 feet, thence northwesterly along the arc of said curve for a distance of 148 90 feet, through a central angle of 20° 43' 06" to a point of tangency, thence leaving aforesaid curve on a tangent North 81° 21' 52" West for a distance 180 88 feet, thence North 82° 53' 23" West for a distance of 160 84 feet, thence North 78° 12' 53" West for a distance of 518 93 feet to a point of tangency to a curve, concave to northeast and a radius of 50 feet, thence northwesterly and northerly along the arc of said curve for a distance of 78 54 feet, through a central angle of 90° to a point of tangency, thence leaving aforesaid curve on a tangent North 11° 47' 07" East for a distance of 29 50 feet to the true point of beginning, and containing 1,835,402 square feet of area, more or less

Coordinates are based on the California Grid System, Zone 3 Bearings shown are grid bearings and distances are ground distances

Together with air rights and easements as necessary for the pedestrian bridge over the public thoroughfare lying between Parcel I and Parcel II

Parcel II

Beginning at the intersection of the easterly line of Powell Street with the northerly line of Beach Street. (X=1,447,906 18, Y=481,837 13), running thence northerly along the easterly line of Powell Street, North 7° 55' 00" West, for a distance of 250 47 feet, thence South 78° 12' 53" East for a distance of 594 08 feet, thence South 71° 56' 15" East for a distance of 50 30 feet, thence South 83° 44' 14" East for a distance of 114 77 feet to a point on the northerly line of Beach Street, thence South 82° 05' 00" West along the northerly line of Beach Street for a distance of 715 78 feet to the point of beginning, and containing 91,450 square feet of area, more or less

Coordinates are based on the California Grid System, Zone 3 Bearings shown are grid bearings and distances are ground distances

BUT EXCEPTING THEREFROM THE FOLLOWING

All that certain parcel of land situate within the City and County of San Francisco, State of California, being a portion of that leasehold estate created by and under that certain Lease dated August 3, 1977, by and between the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission, as Lessor, and North Point Center, Inc , a California corporation, as Lessee, a short form of which was recorded on August 9, 1977, in Book C418, Page 918 of Official Records of the City and County of San Francisco, State of California, as amended by Amendment to Lease dated October 31, 1979, by and between like parties, and as further amended by Second Amendment to Lease, dated February 28, 1980, by and between like parties, and recorded March 10, 1980, in Book C958, Page 658 of Official Records of the City and County of San Francisco, State of California, and as assigned by instrument dated August 11, 1981, executed by Pier 39, Inc , a California corporation, being the surviving corporation of the merger on August 11, 1981 of North Point Center, Inc , a California corporation, with and into Pier 39, Inc , a California corporation, in favor of Pier 39 Limited Partnership, a limited partnership, recorded August 11, 1981 in Book D252, Page 529 of Official Records of the City and County of San Francisco, State of California, said parcel of land being more particularly described as follows

COMMENCING at the intersection of the easterly line of Powell Street with the northerly line of Beach Street (X=1,447,906 18, Y=481,837 13),

THENCE northerly along the easterly line of Powell Street and its northerly extension, North 7° 55' 00" West, for a distance of 394 91 feet,

THENCE South 78° 12' 53" East for a distance of 33 01 feet,

THENCE South 78° 12' 53" East for a distance of 302 86 Feet to the centerline of existing Pier 41,
being the TRUE POINT OF BEGINNING for this description,

THENCE Northwesterly from the TRUE POINT OF BEGINNING, North 33° 16' 07" West for a
distance of 772 68 feet,

THENCE Southwesterly, South 56° 43' 53" West for a distance of 100 00 feet,

THENCE Northwesterly, North 33° 16' 07" West for a distance of 300 00 feet,

THENCE Northeasterly, North 56° 43' 53" East for a distance of 815 82 feet to a point on the U S
Corps of Engineers Pierhead Line (X=1,448,190 68, Y=483,449 12),

THENCE Easterly along said Pierhead Line, South 78° 17' 23" East, for a distance of 783 79 feet
to a point X=1,448,958 10, Y=483,290 04),

THENCE Southerly leaving said Pierhead Line, South 15° 32' 26" East, for a distance of 1,462 51
feet to the Bulkhead and Pier Line,

THENCE Westerly, along the Bulkhead and Pier Line, North 66° 19' 52" West for a distance of
36 97 feet,

THENCE South 23° 40' 08" West, for a distance of 57 38 feet,

THENCE North 60° 48' 10" West, for a distance of 11 08 feet,

THENCE continuing Northwesterly, North 43° 10' 44" West, for a distance of 4 95 feet,

THENCE continuing Northwesterly along the Bulkhead and Pier Line, North 60° 27' 41" West for
a distance of 3 35 feet,

THENCE North 23° 47' 20" East for a distance of 29 85 feet,

THENCE North 22° 20' 44" West for a distance of 14 28 feet,

THENCE North 66° 36' 32" West for a distance of 21 66 feet,

THENCE Northerly, continuing along the Bulkhead and Pier Line, North 15° 24' 10" West for a
distance of 55 04 feet,

THENCE South 74° 21' 26" West for a distance of 19 69 feet,

THENCE North 57° 08' 53" West for a distance of 13 29 feet,

THENCE South 74° 44' 53" West for a distance of 50 35 feet,
THENCE South 15° 49' 03" East for a distance of 30 00 feet,
THENCE South 74° 21' 57" West for a distance of 9 14 feet,
THENCE continuing Westerly, along the Bulkhead and Pier Line, North 60° 35' 06" West for a distance of 155 75 feet,
THENCE North 16° 49' 39" West for a distance of 29 17 feet,
THENCE North 67° 52' 07" West for a distance of 177 40 feet,
THENCE North 23° 23' 35" West, a distance of 29 75 feet,
THENCE North 21° 36' 25" East, a distance of 28 00 feet,
THENCE North 68° 23' 35" West, a distance of 22 00 feet,
THENCE North 23° 23' 35" West, a distance of 130 66 feet,
THENCE North 10° 23' 31" East, a distance of 27 95 feet,
THENCE North 79° 36' 29" West, a distance of 40 00 feet,
THENCE North 10° 23' 31" East, a distance of 8 00 feet,
THENCE North 79° 36' 29" West, a distance of 77 00 feet,
THENCE North 48° 24' 27" West, a distance of 43 31 feet to the Pier 39 Wharf Line,
THENCE along the Pier 39 Wharf Line, North 23° 12' 53" West for a distance of 336 68 feet,
THENCE North 10° 47' 07" East for a distance of 325 72 feet,
THENCE North 23° 12' 53" West for a distance of 136 00 feet,
THENCE Westerly, continuing along the Pier 39 Wharf Line, North 68° 12' 53" West for a distance of 70 66 feet,
THENCE South 66° 47' 07" West for a distance of 60 00 feet,
THENCE North 68° 12' 53" West for a distance of 21 21 feet,

THENCE South 66° 47' 07" West for a distance of 70 00 feet,

THENCE South 21° 47' 07" West for a distance of 21 21 feet,

THENCE Southwesterly, continuing along the Pier 39 Wharf Line, South 66° 47' 07" West for a distance of 105 04 feet,

THENCE South 21° 47' 07" West for a distance of 56 21 feet,

THENCE South 23° 12' 53" East for a distance of 660 38 feet,

THENCE Southerly, continuing along the Pier 39 Wharf Line, South 10° 47' 07" West for a distance of 195 36 feet to the Bulkhead and Pier Line,

THENCE Westerly, along the Bulkhead and Pier Line, North 78° 12' 52" West for a distance of 215 97 feet to the Pier 41 Wharf Line,

THENCE Southerly, departing from the Pier 41 Wharf Line, South 20° 37' 01" West for a distance of 65 09 feet to the TRUE POINT OF BEGINNING

Containing 1,344,716 square feet of area, more or less

Coordinates are based on the California Grid System, Zone 3 Bearings shown are grid bearings and distances are ground distances

LEGAL DESCRIPTION OF THE LEASEHOLD PROPERTY

All that certain parcel of land situated within the City and County of San Francisco, State of California, described as follows

Parcel I

Commencing at the intersection of the easterly line of Powell Street with the northerly line of Beach Street (X=1,447,906 18, Y=481,837 13), running thence northerly along the easterly line of Powell Street and its northerly extension, North 7° 55' 00" West, for a distance of 394 91 feet, thence South 78° 12' 53" East for a distance of 33 07 feet to the true point of beginning, thence South 78° 12' 53" East for a distance of 302 86 feet to the centerline of existing Pier 41, thence North 33° 16' 07" West for a distance of 772 68 feet, thence southwesterly at a right angle for a distance of 100 feet, thence North 33° 16' 07" West for a distance of 300 feet, thence North 56° 43' 53" East for a distance of 815 82 feet to a point on the U S Corps of Engineers Pierhead Line (X=1,448,190 68, Y=483,449 12), thence along said Pierhead Line, South 78° 17' 23" East, for a distance of 783 79 feet to a point (X=1,448,958 10, Y=483,290 04), thence leaving said Pierhead Line, South 15° 32' 26" East, for a distance of 1,462 51 feet, thence South 66° 19' 52" East for a distance of 186 01 feet, thence South 2° 23' 52" East for a distance of 98 93 feet, thence South 33° 36' 49" West for a distance of 109 14 feet, thence North 59° 05' 16" West for a distance of 170 69 feet, thence North 60° 38' 46" West for a distance of 195 00 feet, thence North 63° 13' 22" West for a distance of 100 10 feet, thence North 60° 38' 46" West for a distance of 178 00 feet to a point of tangency to a curve, concave to the Southwest and a radius of 411 78 feet, thence northwesterly along the arc of said curve for a distance of 148 90 feet, through a central angle of 20° 43' 06" to a point of tangency, thence leaving aforesaid curve on a tangent North 81° 21' 52" West for a distance 180 88 feet, thence North 82° 53' 23" West for a distance of 160 84 feet, thence North 78° 12' 53" West for a distance of 518 93 feet to a point of tangency to a curve, concave to northeast and a radius of 50 feet, thence northwesterly and northerly along the arc of said curve for a distance of 78 54 feet, through a central angle of 90° to a point of tangency, thence leaving aforesaid curve on a tangent North 11° 47' 07" East for a distance of 29 50 feet to the true point of beginning, and containing 1,835,402 square feet of area, more or less

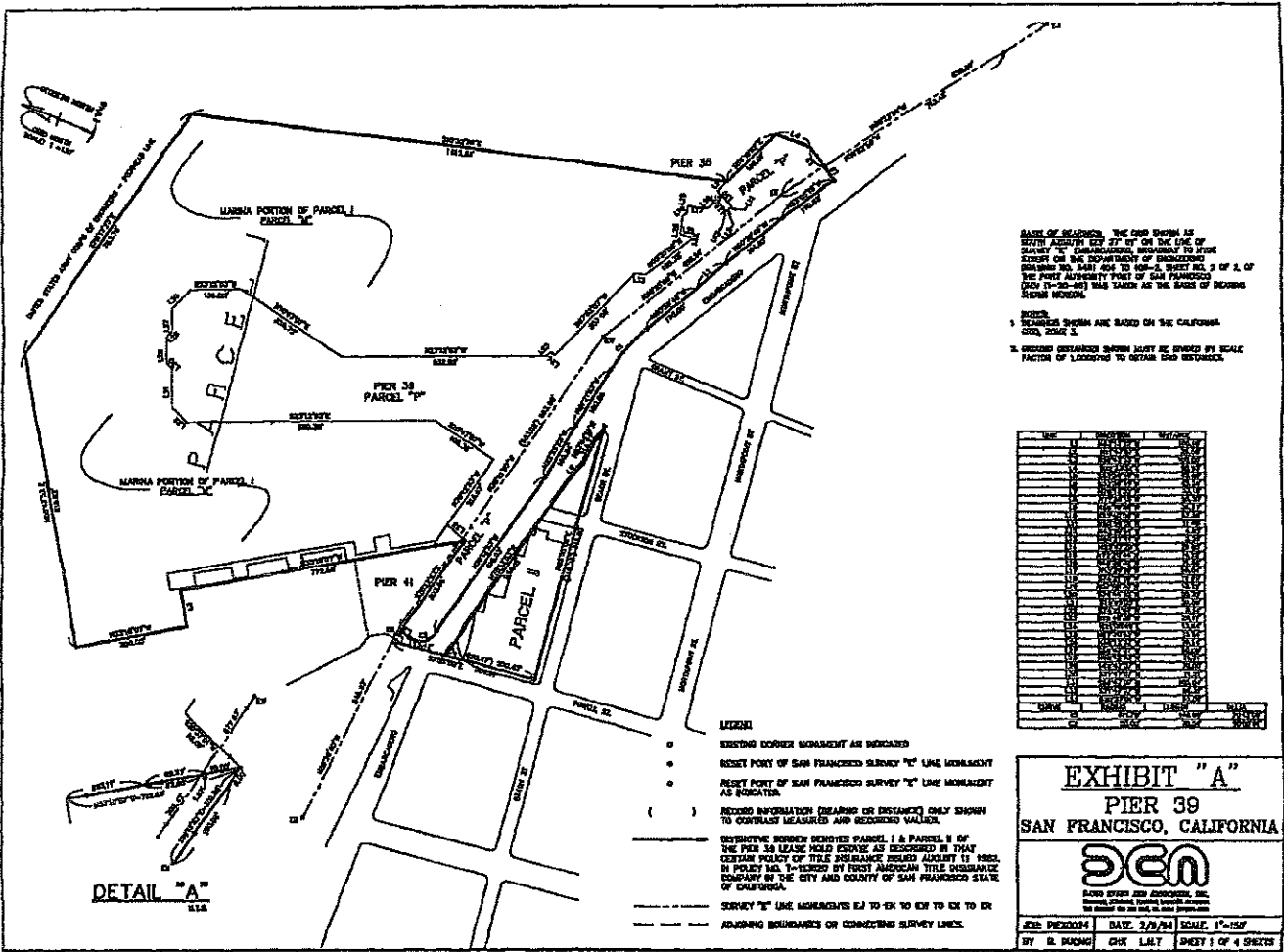
Coordinates are based on the California Grid System, Zone 3 Bearings shown are grid bearings and distances are ground distances

Together with air rights and easements as necessary for the pedestrian bridge over the public thoroughfare lying between Parcel I and Parcel II

Parcel II

Beginning at the intersection of the easterly line of Powell Street with the northerly line of Beach Street, (X=1,447,906 18, Y=481,837 13), running thence northerly along the easterly line of Powell Street, North 7° 55' 00" West, for a distance of 250 47 feet, thence South 78° 12' 53" East for a distance of 594 08 feet, thence South 71° 56' 15" East for a distance of 50 30 feet, thence South 83° 44' 14" East for a distance of 114 77 feet to a point on the northerly line of Beach Street, thence South 82° 05' 00" West along the northerly line of Beach Street for a distance of 715 78 feet to the point of beginning, and containing 91,450 square feet of area, more or less

Coordinates are based on the California Grid System, Zone 3 Bearings shown are grid bearings and distances are ground distances



BASE OF BEARING: THE END BEARING IS SOUTH 85° 00' 00" WEST BY 27' 27" ON THE LINE OF SURVEY NO. 107 COMMENCED, HERETOFORE TO BE KNOWN AS THE DEPARTMENT OF ENGINEERING SURVEY NO. 107-2, SHEET NO. 2 OF 2, OF THE FREE ALTERNITY TRACT OF SAN FRANCISCO (DAYS 17-20-21) WAS TAKEN AS THE BASIS OF BEARING SOUNDS WORDS.

NOTES:

1. BEARING SYSTEM ARE BASED ON THE CALIFORNIA GRID, ZONE 10.
2. ALL DISTANCES SHOWN MUST BE CHECKED BY SCALE FACTOR OF 1.00078 TO OBTAIN TRUE DISTANCES.

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EXHIBIT "A"
PIER 39
SAN FRANCISCO, CALIFORNIA

DCE
 DAVID EVANS AND ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, PLANNERS, LANDSCAPE ARCHITECTS
 100 CALIFORNIA STREET, SUITE 1000, SAN FRANCISCO, CALIFORNIA 94111
 TEL: 415.774.2000 FAX: 415.774.2001 WWW.DCE.COM

JOB: PIER0034 DATE: 2/2/94 SCALE: 1"=150'
 BY: B. HUONG CHK: L&T SHEET 1 OF 4 SHEETS

