

**AMENDMENT #2 TO AGREEMENT TO LEASE
SUMMIT HOUSE RESTAURANT**

THIS AMENDMENT #2 is entered into as of January 6, 2026 (the "Effective Date"), by and between the City of Fullerton, a municipal corporation ("City") and the Summit Restaurant Company, LLC ("Tenant"). City and Tenant are collectively referred to as the "Parties."

RECITALS

- A. City is the owner of Vista Park located at 2002 E. Bastanchury Road in the City of Fullerton; and
- B. The Parties entered into an agreement on May 16, 1989, entitled "Agreement to Lease" (the "Agreement") for the lease of the Summit House Restaurant business in Vista Park at 2000 E. Bastanchury Road (the "Premises"); and
- C. The Agreement had an initial term of twenty years with an option for Tenant to extend the term of the Agreement for an additional three additional ten (10) year periods, each extension subject to readjustment of the rent during the option period; and
- D. Tenant has exercised two of the three options to extend the term which term is currently set to expire in 2031 and desires to add two additional options to extend for ten years each for a total of three remaining options to extend.
- E. The Parties also desires to amend the language governing operating hours and adjust the gross rent percentage.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Paragraph 2.2 (Option(s) to Extend; Option Period(s)) of the Agreement is amended to add an additional two options to extend the term of the Agreement of ten years each for a total of three remaining options to extend. The final optional extension period shall terminate in 2061.
- 2. Paragraph 3.7 ("Option(s) Period") is amended to add the following:

Commencing upon the first day of the fourth optional extension period in 2041, the annual rental for each three-year period (or portion thereof) during the time that such option(s) remain in effect shall be in a sum equal to the greater of: (i) Minimum Annual Rent equal to the greater of (a) seventy-five percent (75%) of the average annual rent due and payable by Tenant to Landlord for the immediately prior three year period of the term, of (b) the Minimum Annual Rent for the immediately prior three year period; or Annual Percentage Rent in an amount equal to seven percent (7%) of "Gross Receipts" for the lease year in question.

3. Section 4.1 of the lease ("Type of Use; Covenant to Operate") is amended to delete the requirement that "the restaurant shall be continuously open during lunch hours a minimum of four (4) days per week during the entire term of the lease."
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FULLERTON
a municipal corporation

Eddie Manfro
Interim City Manager

The SUMMIT RESTAURANT COMPANY
LLC

Bruce McDonald
Managing Member

Gary L. Parkinson
Managing Member

ATTEST

Lucinda Williams, City Clerk

APPROVED AS TO FORM

Richard D. Jones, City Attorney