AMENDMENT TO FIRST AMENDED AGREEMENT TO LEASE

This AMENDMENT TO FIRST AMENDED AGREEMENT TO LEASE (for convenience, referred to herein as this "**Amendment**") is entered into as of _____, 2025 ("**Amendment Effective Date**"), by and between the CITY OF FULLERTON, a California municipal corporation ("**Landlord**" or "**City**"), and BUSHALA BROTHERS, INC., a California corporation ("**Tenant**"). Landlord and Tenant are periodically referred to herein individually as a "**party**" and collectively as the "**parties**."

RECITALS

A. On or about July 7, 1992, the former Fullerton Redevelopment Agency ("**RDA**" or "**former RDA**") and Tenant entered into that certain First Amended Agreement to Lease (the "**Existing Lease**"), which, among other terms, conditions and covenants, replaced and superseded a prior Lease Agreement by and between the former RDA and Tenant dated February 20, 1990.

B. With the California Supreme Court's decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231, all redevelopment agencies in California were dissolved on February 1, 2012. In June 2012, the California Legislature passed Assembly Bill 1484 ("**AB 1484**"), and in September 2015, passed Senate Bill 107 ("**SB 107**"), both which substantively and technically amended Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature ("**AB 26**"), the original bill enacting redevelopment dissolution. AB 26, AB 1484, SB 107, and any and all other provisions enacted as part of Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code are referred to herein as the "**Dissolution Law**."

C. Pursuant to the Dissolution Law, the Successor Agency to the former RDA ("**Fullerton Successor Agency**" or "**Successor Agency**") by operation of law was the successor in interest to the former RDA with rights and obligations to oversee the performance of enforceable obligations of the former RDA and oversee the use and disposition of former RDA properties, among other rights, obligations, and actions authorized by the Dissolution Law. Pursuant to Health and Safety Code section 34179.7, the Successor Agency received its "certificate of completion," enabling the Successor Agency to use the "post-compliance provisions" in Sections 34191.1-34191.6.

D. Pursuant to the Dissolution Law, and specifically Health and Safety Code sections 34177(e), 34181(a), 34191.1, 34191.3, 34191.4(a), and 34191.5, the Successor Agency prepared, and the California Department of Finance ("**DOF**") and the Oversight Board to the Successor Agency reviewed and approved, the Long-Range Property Management Plan for former RDA properties ("**LRPMP**"). Pursuant to Health and Safety Code section 34191.3(a), upon DOF approval of the LRPMP, it governs and supersedes all other provisions relating to the disposition and use of the real property assets of the former RDA. Among other authorized uses of former redevelopment agency properties, a LRPMP may allow for the use of property to fulfill an enforceable obligation, or for a governmental use, or for retention by the City for future development.

E. The Fullerton Transportation Center property ("**FTC**") was included in the LRPMP as asset #14. Although the FTC qualified as a governmental use property pursuant to the Dissolution Law, the LRPMP confirmed that the City will enter into compensation agreements with taxing entities so that the FTC may be transferred from the Successor Agency to the City for future economic development as authorized by the Dissolution Law. The DOF approved the LRPMP in December 2015. The City has prepared, circulated, and entered into compensation agreements with taxing entities, and fee title to the FTC was transferred to the City in accordance with the LRPMP.

F. As outlined above, as successor in interest to the former RDA, the City is fee title owner of the FTC, including the portion of the FTC that is governed by the Existing Lease. As such, the City is the "Landlord" under the Existing Lease and has the authority to enter into thisAmendment.

G. The Existing Lease granted Tenant the right, among other things, to potentially expand the Premises to include a portion of the loading dock outside the roofline of the train station at the FTC (Existing Lease, Section 1.2) and to extend the 35-year "Initial Term" of the Existing Lease for two (2) additional periods of ten (10) years each (Existing Lease, Section 2.2). The Existing Lease also provided, among other terms, conditions, and covenants, for rental adjustments and allowances during any extension of the Term (Existing Lease, art. III), for authorized uses of the Premises and a covenant to continue certain of such authorized uses (Existing Lease, art. IV), and for amendment or modification by written agreement of the parties (Existing Lease, Section 11.5).

H. Landlord and Tenant desire to amend the Existing Lease to (i) confirm Tenant's exercise of the two (2) extension Option Periods of ten (10) years each (Existing Lease, Section 2.2) such that the term of the Existing Lease as amended by this Amendment (the "Lease Term") will expire on September 5, 2047, (ii) grant Tenant the option to further extend the Lease Term for one (1) additional period of twelve (12) years, ten (10) months and ten (10) days such that, if so extended, the Lease Term will expire on July 15, 2060 (i.e., 34 years and 11 months after the Amendment Effective Date), (iii) grant Tenant the right to seek approval from Landlord to further extend the Lease Term for an additional period, (iv) modify the areas comprising the "Premises" under the Existing Lease, and (v) make certain other changes, all of which are consistent with the authorized uses and general purpose of the Existing Lease to provide services for the general public using the FTC, as more particularly set forth herein.

NOW, THEREFORE, based on the foregoing recitals, which are incorporated into and a substantive part of this Amendment, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows (the Existing Lease, as amended by this Amendment, is hereinafter referred to as the "**Lease**"):

AGREEMENT

1. Landlord. The parties acknowledge that the City of Fullerton, a California municipal corporation, is the current fee owner of the FTC and the current Landlord under the Existing Lease and will continue to be the Landlord under the Lease.

2. Tenant. The parties acknowledge that Bushala Brothers, Inc., a California corporation, is the current Tenant under the Existing Lease and will continue to be the Tenant under the Lease. Tenant may assign the Lease, or sublease all or part of the Premises under the Lease, pursuant to and in accordance with Article V of the Lease (see Section 10 of this Amendment).

3. Premises. Commencing on Amendment Effective Date, the Premises under the Lease shall include those areas within and adjacent to the Station, including certain interior and outdoor areas, as more particularly shown in Exhibit A attached hereto and incorporated herein (which Exhibit A amends and supersedes Exhibit A attached to the Existing Lease); specifically, the Premises as modified shall consist of the following areas as shown in attached Exhibit A: **"Area 2"** (2,258 sq.ft.); **"Area 3"** (1,920 sq.ft.); "**Area 4**" (900 sq.ft.); "**Area 5**" (1,170 sq.ft.); "**Area 6**" (1,313 sq.ft., which includes the approximately 75 additional square feet shown on attached Exhibit A as "Area 6(a)"); "**Area 8**" (952 sq.ft.); and "**Area 9**" (918 sq. ft.) subject to Tenant's acquisition of an encroachment permit (with no encroachment fee or other additional consideration being charged) for the use of Area 9 as an outdoor seating area. Each of the areas that comprise the Premises from time to time is periodically referred to in this Amendment as a "**Premises Area**" and all such areas are periodically referred to in this Amendment collectively as "**Premises Areas**."

References in this Amendment to one or more specific Premises Areas (such as "Premises Area 2" or "Area 2") shall correspond to the numbered Premises Areas defined above. Tenant's lease of the Premises shall include the right of Tenant (and its subtenants) and its/their customers and invitees, to the non-exclusive use of the existing outdoor seating area south of Area 2 (i.e., Area 9, also known as the "**Baggage Room Outdoor Seating Area**"), as well as the non-exclusive use of that portion of the Station depicted as the "Access Areas" on attached Exhibit A (the "**Access Areas**") for (i) access to and from the Premises, and (ii) the installation/construction of improvements in or adjacent to the Access Areas which may be required by City pursuant to any required entitlement. Landlord shall use commercially reasonable efforts to minimize any interference by Landlord or others with Tenant's use of Area 9 and the Access Areas. Notwithstanding the foregoing pertaining to the Baggage Room Outdoor Seating Area or the Access Areas, nothing shall prevent Tenant from exercising rights regarding persons found on or about the Premises to the extent permitted by law.

4. Additional Authorized Use. In addition to the authorized uses in Article IV of the Existing Lease, Premises Areas 3, 5, 6, 8, and/or 9 may also be used for food preparation and/or restaurant purposes, including on-site alcohol sales, entertainment and outdoor dining, and related uses, subject to the terms, conditions, and covenants set forth in this Amendment (see Sections 7-9, of this Amendment).

5. Lease Term. The Existing Lease was originally set to expire on September 5, 2027. The parties acknowledge and agree that, effective on the Amendment Effective Date with Landlord's permission, Tenant has validly exercised its options under Section 2.2 of the Existing Lease to extend the Lease Term as to both of the Option Periods such that the Lease Term is now set to expire at 11:59 p.m. California time on September 5, 2047 (the "Expiration Date").

6. Additional Options. Tenant is hereby granted the option (the "Third Extension Option") to further extend the Lease for an additional period of twelve (12) years, ten (10) months and ten (10) daysafter the Expiration Date (the "Third **Extension** Term") such that the Lease Term will then expire on July 15, 2060 (i.e., 34 years and 11 months after the Amendment Effective Date), as well as the right to request Landlord's approval of a further extension of the Lease for an additional periodthereafter (the "**Fourth Extension** Term") (the Third Extension Term and Fourth Extension Term are each referred to herein as an "Extension Term"), on the following terms and conditions (and otherwise on the same terms, covenants, and conditions as contained in the Lease):

a. If Tenant notifies Landlord as pursuant to Section 6(b) below that Tenant desires to have the Lease Term extended for the Fourth Extension Term, and if Landlord approves the same as hereinafter described, then the Lease shall be extended for an additional period. Rent and other charges for the Premises during the Third Extension Term, if applicable, and the Fourth Extension Term, if applicable, shall be in accordance with Section 7(j) of thisAmendment.

b. For Tenant to exercise the Third Extension Option (extending the Lease for the Third Extension Term), Tenant must notify Landlord in writing no sooner than twelve **(**12**)** months prior to, and no later than six (6) months prior , the Expiration Date. If Tenant desires to have the Lease extended for the Fourth Extension Period, Tenant must notify Landlord in writing of Tenant's desire to do so no sooner than twenty-four (24) months prior to, and no later than six (6) months prior to, the expiration of the Third Extension Term, which notice shall request Landlord's approval to extend the Lease for the Fourth Extension Term (the "Fourth Extension Notice"). If Tenant gives the Fourth Extension Notice as provided above**,** Landlord shall consider Tenant's request for Landlord's approval to extend the Lease for the Fourth Extension Term in good faith, but the Lease shall be extended for the Fourth Extension Term if, and only if, the City Council approves such extension at a duly noticed public meeting at least one (1) month prior to the date on which the Fourth Extension **Term** would commence (i.e., the day after the Third Extension Term ends). Nothing herein shall limit or be deemed to limit the discretion of the City Council, exercising

its legislative authority, to approve, approve with conditions, or deny Tenant's request to extend the Lease for the Fourth Extension Term.

c. If any lender that is a leasehold mortgagee on the Premises (or portion of the Premises Area(s)) determines in its sole and absolute discretion that exercise of the option covering the Third Extension Term as provided in this Amendment is necessary to protect the leasehold mortgagee security for repayment of a loan, such leasehold mortgagee may, to the extent provided under the leasehold mortgage documents, require Tenant to exercise Tenant's option rights in this Amendment with respect to the Third Extension Term or may directly exercise such option rights itself on Tenant's behalf. A leasehold mortgagee intending to exercise the option rights provided in this Amendment shall provide written notification to Landlord in the same manner as required from Tenant as provided in this Amendment. Exercise of the Third Extension Option pursuant to this Section 6(c) does not forego adjustments to Base Rent in accordance with 7(j) of this Amendment commencing on September 6, 2047.

d. The provisions in Section 6(c) shall not apply to the extension of the Lease Terms for the Fourth Extension Term; provided, however, that a leasehold mortgagee on the Premises (or portion of the Premises Areas) may request that Tenant give the Fourth Extension Notice or may, to the extent provided under the leasehold mortgage documents, directly give the Fourth Extension Notice on Tenant's behalf, subject to the terms, conditions, and covenants set forth in this Amendment, including Section 6(b) above. Giving of the Fourth Extension Notice pursuant to this Section 6(d) does not forego adjustments to Base Rent in accordance with 7(j) of this Amendment commencing on June 6, 2057.

e. Notwithstanding anything to the contrary in the Existing Lease or this Amendment, if Tenant is in default (beyond applicable notice and cure periods) of its obligations under the Lease on the date the Third Extension Option is exercised or the Fourth Extension Notice is given, and such default is continuing on the date the Third Extension Term or Fourth Extension Term is to commence, the Third Extension Term or Fourth Extension Term, as the case may be, shall not commence and the Lease shall expire on the Expiration Date, or, if applicable, last day of the Third Extension Term.

7. Rent and Other Charges. Except as expressly modified below in this Amendment, Tenant shall pay to Landlord for use and occupancy of the Premises all amounts of any kind or nature, payable from time to time by Tenant, that constitute rent, including Base Rent and adjustments for CPI, in accordance with Article III of the Existing Lease; also except as expressly modified below, all such rent amounts, including Base Rent, shall be the same amounts in effect under the Existing Lease as of the Amendment Effective Date, and all adjustments to Base Rent, and any other charges to be paid by Tenant as rental payments, shall be calculated in accordance with Article III of the Existing Lease.

a. Section 3.5 of the Existing Lease is hereby deleted and no longer effective as of the Amendment Effective Date. Terms, conditions, and covenants relating to maintenance and repairs of certain appurtenant areas are set forth in Section 11 of this Amendment.

b. For Premises Area 6: Base Rent for Premises Area 6 shall commence on the date (the "**6/8 Rent Commencement Date**") that is the earlier of (i) 180 days after Tenant receives a certificate of occupancy for the new construction in Premises Area 6 and 8, or (ii) the date Tenant opens for business to the public in Premises Area 6 or 8. Subject to Section 7(g) below, Base Rent for Premises Area 6 shall be at the same per-square-foot amount as then in effect for Premises Areas 2, 3, 4, and 5; accordingly, subject to Section 7(g) below, commencing on the 6/8 Rent Commencement Date, the total building square footage of Area 6 shall be multiplied by the annual Base Rent per building square foot then in effect for Premises Areas 2, 3, 4, and 5, and the resulting sum shall be added to the annual Base Rent for the Premises then in effect (for Premises Areas 2, 3, 4, and 5) to reflect the addition of Premises Area 6 to the Premises, which thereafter shall be subject to the same terms, conditions, and covenants in Article III (excluding

Section 3.5) of the Existing Lease, including the annual CPI adjustments (and 4% annual increase cap) set forth in Section 3.4 of the Existing Lease; provided, however, that with respect to the first Adjustment Date (as defined in the Existing Lease) occurring after the 6/8 Rent Commencement Date, the increase in Base Rent (and the 4% cap) attributable to Premises Area 6 shall be proportional (by way of example only, if the 6/8 Rent Commencement Date occurs on October 1, then on the next Adjustment Date (i.e., the following January 1) only ¼ of the annual CPI adjustment (and ¼ of the annual increase cap) shall apply to Premises Area 6. At the time of such adjustment, the amount of the monthly installment payments of Base Rent shall be similarly adjusted so that the annual Base Rent is at all times payable in advance in equal monthly installments.

c. For Premises Area 8: Base Rent for Premises Area 8 shall commence on the 6/8 Rent Commencement Date. Notwithstanding Sections 3.3 and 3.4 of the Existing Lease, but subject to Section 7(g) below, Base Rent for Premises Area 8 shall initially be $2.00 per square foot of interior building space per month (i.e., $1,904 per month for Area 8), which amount thereafter shall be subject to the same terms, conditions, and covenants in Article III (excluding Section 3.5) of the Existing Lease, including the annual CPI adjustments (and 4% annual increase cap) set forth in Section 3.4 of the Existing Lease; provided, however, that with respect to the first Adjustment Date (as defined in the Existing Lease) occurring after the 6/8 Rent Commencement Date, the increase in Base Rent (and the 4% cap) attributable to Premises Area 8 and 9 shall be proportional (by way of example only, if the 6/8 Rent Commencement Date occurs on October 1, then on the next Adjustment Date (i.e., the following January 1) only ¼ of the annual CPI adjustment (and ¼ of the annual increase cap) shall apply to the Base Rent for Premises Area 8 and 9.

Tenant shall be entitled to a rental credit in an amount that equals 75% of all hard and soft costs and expenses incurred at any time by Tenant in connection with the design, permitting and construction of Tenant's Agreed Improvements on, within, or appurtenant to Premises Area 8 (see Section 8, of this Amendment), which credit (the "Premises Area 8 Rent Credit") shall not exceed the amount equal to $200.00 per square foot of Premises Area 8 (i.e., $190,400). In addition, Tenant shall be entitled to a rental credit in the amount that equals 50% of all hard and soft costs and expenses incurred by Tenant in connection with the design, permitting and construction of any water curtain system, fire sprinkler system, fire-line, fire assembly or similar improvements ("Fire Improvements") installed or constructed within Premises Areas 3, 5, 6 and 8 plus 75% of the cost and expenses incurred by Tenant in connection with any Fire Improvements installed in any other areas of the Station (the "Fire Improvements Rent Credit"). Tenant's receipt of each the Premises Area 8 Rent Credit and Fire Improvements Rent Credit shall be subject to Tenant submitting evidence of such costs and expenses (such as contractor invoices, itemized statements, cancelled checks, electronic payment lists, and the like) and their review and approval by Landlord, which approval shall not be unreasonably withheld. "Hard and soft costs and expenses" must be directly related to the design, permitting and construction of the Tenant's Agreed Improvements on, within, or adjacent to Premises Area 8 (except that the Fire Improvements and a grease trap may be anywhere on the Station). For purposes hereof, costs and expenses Tenant incurs for furniture and other movable personal property shall not be considered part of such hard and soft costs and expenses. Notwithstanding the foregoing, an equitable portion of the hard and soft costs and expenses incurred by Tenant in connection with improvements that, although not installed in Premises Area 8, directly serve Premises Area 8, shall also be eligible hard and soft costs and expenses for purposes of the Premises Area 8 Rent Credit; the "**equitable portion**" of such hard and soft costs and expenses shall be a fraction, the numerator of which is the square footage of Premises Area 8 and the denominator of which is the square footage of all Premises Areas directly served by such improvements. The Premises Area 8 Rent Credit and Fire Improvements Rent Credit shall be applied to the Base Rent installments next coming due under the Lease until the total of the Premises Area 8 Rent Credit and Fire Improvements Rent Credit have been paid. All other terms, conditions, and covenants set forth in Article III (excluding Sections 3.4 and 3.5) of the Existing Lease otherwise shall apply to Premises Area 8.

Tenant shall be entitled to a rental credit (the "Access Rent Credit") in an amount that equals seventy five percent (75%) of all hard and soft costs and expenses incurred in connection with the design, permitting and construction, rehabilitation or modification of improvements within or directly adjacent to the Access Areas (the "Access Improvements"), which may include, without limitation, ramps, stairways, sidewalks, curbs, gutters, pavement, landscaping, utility lines, lighting, and/or relocating, modifying, and/or replacing the existing electrical equipment in or adjacent to the Access Areas, and/or enlarging the existing trash enclosure located in the adjacent parking area, which Access Rent Credit shall be subject to Tenant submitting evidence of such costs and expenses (such as contractor invoices, itemized statements, cancelled checks, electronic payment lists, and the like) and their review and approval by Landlord, which approval shall not be unreasonably withheld.. "Hard and soft costs and expenses" must be directly related to the design, permitting and construction of the Access Improvements. The Access Rent Credit shall be applied to the Base Rent installments next coming due under the Lease until the total Access Rent Credit is paid. All other terms, conditions, and covenants set forth in Article III (excluding Sections 3.4 and 3.5) of the Existing Lease otherwise shall apply to the Access Areas.

The parties acknowledge that since the Access Areas are not part of the Premises, any improvements constructed in the Access Areas would be in the portion of the Station not leased by Tenant. Therefore, City shall provide Tenant with access and use rights as reasonably necessary for Tenant to construct/install and thereafter use the Access Improvements (and any other improvements permitted hereunder), and agrees that (i) Tenant and its employees, agents, represents, guests, invitees, and contractors will have an easement and right, on a non-exclusive "in common" basis with others, to use the Access Areas and the improvements throughout the Lease Term, and (ii) City will not modify the Access Improvements or Access Areas in a manner that or obstructs or unreasonably interferes with Tenant's use of them after their construction/installation without Tenant's prior written consent. In that regard, on December 30, 2022, Landlord sold certain real property located adjacent to the Premises (the "**Hotel Property**") to a boutique hotel developer (the "**Hotel Developer**"). To the extent that the Access Improvements or use of the Access Areas requires access, utility, or other related rights over, on, across, or under any of the Hotel Property, City will promptly obtain such rights at City's expense for and on behalf of Tenant. The City's development agreement with Hotel Developer requires the Hotel Developer to construct certain improvements in or adjacent to the Access Areas**,** including sidewalks, stairways, and ramps, and utilities (including water lines, fire lines, and sewer) to the Premises. City will use commercially reasonable efforts to notify Tenant prior to the commencement of such construction by Hotel Developer or initiated by City and will further use commercially reasonable efforts to ensure such construction will not unreasonably interfere with Tenant's use of the Premises. City will use commercially reasonable efforts to coordinate improvements to the Access Areas between Hotel Developer, Tenant, and City**.** Specifically, if the Hotel Developer is not in position to complete the Access Improvements by the date six (6) months after the Amendment Effective Date, then Tenant shall be allowed to proceed on its own to perform the Access Improvements and the costs thereof shall be added to the Access Rent Credit as provided in the immediately preceding paragraph of this Section 7(c)

d. Notwithstanding anything to the contrary contained in the Existing Lease or this Amendment, fifty percent (50%) of the Base Rent for Premises Area 8 shall be abated commencing on the date that construction of the boutique hotel planned for construction on the Hotel Property or public improvements to be made in connection therewith begins to cause a significant impact on the public ingress and egress to, or parking for, the Premises until the first day of the first calendar month after such public improvements are substantially completed and the public ingress and egress and parking is no longer impacted. For purposes of this Section, significant impact is determined, in the reasonable discretion of the City Manager.

e. Any prevention or stoppage of Tenant's being able to use the Premises or any portion thereof for restaurant, alcoholic beverage, and/or entertainment purposes as otherwise permitted

under the Lease due to earthquakes, fire, pandemics, viruses, bacteria, biological warfare, governmental actions, governmental restrictions, regulations, controls, judicial orders, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Tenant, shall excuse the performance of Tenant, including the obligation to pay Base Rent or additional rent, during or with respect to the period equal to any such prevention or stoppage, in the proportion that the square footage of the portion of the Premises that Tenant is prevented or stopped from using bears to the total square footage of the Premises.

f. By executing this Amendment, Tenant acknowledges and agrees that it has received notice pursuant to Revenue and Taxation Code section 107.6 that this Amendment, as did the Existing Lease, may create a possessory interest within the meaning of Revenue and Taxation Code Section 107, for which Tenant may be subject to property taxation. Except as set forth in Section 3.6 of the Existing Lease, Tenant shall be responsible for and shall promptly pay when due and prior to delinquency all real and personal property taxes, possessory interest taxes, and assessments levied on the Premises, Tenant's property**,** and other property included in the leasehold. All of the terms, conditions, and covenants set forth in Section 3.6 of the Existing Lease shall remain binding and in full force and effect.

g. Notwithstanding Section 3.12 of the Existing Lease, no additional security deposit shall be paid by Tenant to Landlord in connection with this Amendment.

h. If the Lease Term is extended for the Third Extension Term or Fourth Extension Term, or both, pursuant to Section 6 above, then notwithstanding Section 3.3 of the Existing Lease, Base Rent shall be adjusted and calculated as follows:

i) For the Third Extension Term (if applicable), commencing September 6, 2047, Base Rent shall be increased by 10% each year for four consecutive years. Once Base Rent is established pursuant to this subparagraph, then rent (including Base Rent) and all other charges for the Third Extension Term shall be subject to same terms, conditions, and covenants in Article III (excluding Section 3.5) of the Existing Lease, including the same annual CPI adjustments (with a 4% annual increase cap) as set forth in Section 3.4 of the Existing Lease.

ii) For the Fourth Extension Term (if applicable), commencing May 11, 2060, Base Rent shall be the FMV for the Premises (excluding the Access Areas) as of the date of an appraisal, determined by an appraiser licensed in the State of California to appraise real property, including leasehold interests, according to generally accepted industry standards with valuation to be determined, among other generally acceptable industry criteria, using comparable rental values in the downtown/FTC area of the City, with appropriate adjustments for Tenant's obligations under the Lease other than payment of Base Rent, and to reflect that Base Rent shall be subject to the same annual CPI adjustments (including the 4% annual increase cap) set forth in Section 3.4 of the Existing Lease for the duration of the Fourth Extension Term. Landlord and Tenant shall mutually agree upon an appraiser who meets the criteria of this subparagraph, or, if the parties cannot mutually agree upon an appraiser, then each party shall submit the names of three potential appraisers and the selection of one of those appraisers shall be by a mutually agreed upon method for random or lottery choice, such as “picking a name out of a hat” by placing one name on equal sized paper and placing the papers in a nontransparent receptacle and an independent person selects one paper which will be the appraiser to be used. Landlord and Tenant shall each pay fifty percent (50%) of the total cost of the appraisal; provided, however, if Tenant rescinds its exercise of the option for the Fourth Extension Term (which Tenant shall have the right to do within ten (10) days after the appraiser determines FMV), Tenant shall pay one hundred percent (100%) of the total cost of the appraisal. The parties shall cooperate with each other to retain an appraiser and have completed the appraisal so that “the date of the appraisal” shall be no sooner than ten (10) months prior to and no later than seven (7) months prior to the expiration of the Third Extension Term.

8. Tenant's Agreed Improvements. Tenant shall complete, or cause to be completed, any and all work, and shall pay for any and all hard and soft costs and expenses, relating to the Tenant's Agreed Improvements Improvements (as defined below). Except as expressly modified by or in conflict with this Amendment, the terms, conditions, and covenants in the Existing Lease (including Article VI) relating to the construction and rehabilitation of improvements and any alterations, improvements, maintenance and repairs, shall remain binding and in full force and effect.

a. Description of Tenant's Agreed Improvements. The "**Tenant's Agreed Improvements**" shall include any and all improvements on the Premises Areas, identified in clauses (i)-(v) below and as authorized by this Amendment, for the planning, construction, and/or rehabilitation of new and/or existing improvements, and all other work related to the use and occupancy of the identified Premises Areas for one or more of the retail, office, commercial, and/or restaurant uses authorized by the Existing Lease, as amended hereby, including (but not limited to) the following:

i) Construction and rehabilitation of improvements on Premises Area 3, which may include restrooms and food and beverage storage, preparation, delivery, cleaning, and disposal improvements;

ii) Construction and rehabilitation of improvements on Premises Area 5, which may include a covered and enclosed area for use and occupancy as part of a restaurant with on-site alcohol sales, entertainment, and outdoor dining;

iii) Construction and rehabilitation of improvements on Premises Area 6, which may include an outdoor enclosed area for use and occupancy as part of a restaurant with on-site alcohol sales, entertainment, and outdoor dining;

iv) Construction and rehabilitation of improvements on Premises Area 8, which may include (A) a covered and enclosed area for use and occupancy as part of a restaurant with on-site alcohol sales, entertainment~~,~~ and outdoor dining; and (B) the installation or upgrades of Fire Improvements required pursuant to California Building and Fire Codes (or other state construction codes) and the Fullerton Municipal Code (including any that are required due to improvements to be constructed in the contemplated development on the Hotel Property), subject to Tenant's receipt of the Fire Improvements Rent Credit;

v) The Access Improvements as described in Section 7(c) above, except to the extent they are completed by the Hotel Developer in accordance with the final paragraph of Section 7(c) above.

b. Definition of Improvements. For purposes of the Tenant's Agreed Improvements, "improvements" means any improvements to the realty, fixtures, equipment, and any and all building and structural materials that are fixed or generally affixed for extended use on the Premises, in each case as required to be constructed or installed by Tenant hereunder**.**

c. Approval of Plans. All Tenant's Agreed Improvements shall be constructed according to site plans, design guidelines and specifications, and any other plans and documents reviewed and approved by the City in accordance with the City's Municipal Code and the Fullerton Transportation

Center Specific Plan, and the terms and conditions of Section 9 below. Without limitation on the foregoing, as of the date hereof, Landlord is unaware of any reason why the preliminary site plan and elevations for the Tenant's Agreed Improvements attached hereto as Exhibit C would be objectionable to the City.

d. Permitting Period. The "**Permitting Period**" for purposes of this Amendment shall mean a period commencing on the Amendment Effective Date and continuing until the later of (a) the date which is 180 days thereafter, or (b) the date Tenant has obtained final permits reasonably satisfactory to Tenant for the Tenant's Agreed Improvements to be constructed by Tenant in accordance with this Amendment, including the CUP and Major Site Plan described in Section 9 of this Amendment, and for Tenant's signs, site use, and access to the affected Premises Areas (collectively, the "**Permits**") sufficient to enable Tenant to complete the Tenant's Agreed Improvements and to operate its proposed businesses on the affected Premises Areas (use of which for restaurant, on-site alcohol sales, entertainment, outdoor dining, and/or commercial, retail, or office purposes are hereby approved by Landlord, subject to the terms of Section 9 of this Amendment). The Permits shall not be deemed final until all appeal periods and/or periods of time during which the Permit(s) could be challenged or set aside, if any, have expired. If Tenant encounters an issue related to the infrastructure or environmental condition of the Premises Areas which would prevent or delay Tenant's receipt of any Permits or the operation of Tenant's business thereon and Landlord does not resolve such issue to Tenant's reasonable satisfaction (which Landlord shall use commercially reasonable efforts to do) within thirty (30) days from Tenant's notice to Landlord, or if Tenant is delayed in obtaining the Permits by any Landlord Delay (as hereinafter defined) or force majeure delay, then, at Tenant's option, Tenant shall give Landlord notice of the same and the Permitting Period shall be deemed extended by one day for each day that elapses from the date of Tenant's notice until the issue is resolved to Tenant's reasonable satisfaction. Tenant shall throughout the Permitting Period use diligent efforts, acting in a commercially reasonable manner, to obtain the Permits from the appropriate governmental entities having jurisdiction as soon as reasonably practicable after the plans are approved as hereinafter described, and shall notify Landlord promptly after obtaining the Permits. Landlord shall reasonably cooperate with Tenant in its efforts to obtain the Permits, and if any governmental authority, as a condition to the issuance of any of the Permits shall require compliance with any laws, ordinances or regulations pertaining to the portions of the FTC outside of the Premises, Tenant shall not have responsibility therefor or pay costs in connection with the compliance with such requirements. In addition to all other force majeure events (i.e., events outside of Tenant's reasonable control), if Tenant is prevented or delayed from commencing and/or performing any of its obligations hereunder as a result of federal, state or local governmental laws, regulations, policies, guidelines, or other restrictions issued in connection with the pandemic Covid-19 or other viral or biological crises, then the date for such performance shall be extended by one working day for each working day that Tenant is so prevented or delayed.

e. Construction Period. The "**Construction Period**" for purposes of this Amendment means a period of 365 days following the expiration of the Permitting Period. Such 365-day period shall be extended for Landlord Delays or force majeure delays. If Tenant is delayed during construction by any Landlord Delay or force majeure delay (which includes delays resulting from federal, state or local governmental laws, regulations, policies, guidelines, or other restrictions issued in connection with the pandemic Covid-19 or other viral or biological crises), then, at Tenant's option, Tenant shall give Landlord notice of the same and the Construction Period shall be deemed extended by one day for each day that elapses from the date of Tenant's notice until the issue is resolved to Tenant's reasonable satisfaction. Landlord Delay is defined as (A) exceedance by the City of the timeframes specified in section 8.g.i) and .ii) of this Amendment, (B) interference by Landlord with access to the building, common areas, parking facilities, Access Areas, utilities, and/or services, or with construction performed, by Tenant or Tenant's agents, contractors, consultants or employees, including Tenant's contractors, architects and engineers, (C) Landlord's breach of the Lease, or (D) the negligence or willful misconduct of Landlord or its agents, employees, representatives, or contractors.

f. Construction Completion. As soon as reasonably practicable after the Permits have been obtained but not later than 90 days from building permit issuance (subject to any delay caused by extraordinary events as specified in Section 11.9 of the Existing Lease, as supplemented herein ("Force Majeure"), Tenant shall commence and thereafter diligently prosecute to completion the Tenant's Agreed Improvements for which the Permits have been obtained, in accordance with the Approved Plans. As soon as reasonably practicable after completion of construction of such Tenant's Agreed Improvements , Tenant shall submit to Landlord's City Manager an itemized statement, supported by appropriate invoices and/or cancelled checks, verifying the amounts that Tenant has expended on construction of such improvements as are entitled to a rent credit. Upon Tenant's satisfactory completion of construction of such Tenant's Agreed Improvements , Landlord shall furnish Tenant with a Certificate of Completion with respect thereto in accordance with Section 6.7 of the Existing Lease, however the Certificate of Completion shall be issued using the Landlord's current form.

g. Final Construction Completion Deadline. Failure by Tenant to construct Tenant's Agreed Improvements within 5 years of the Effective Date of this Amendment (the "Construction Completion Deadline") will be a material breach of this Agreement, and the City shall have the right, with written notice provided of no less than 6 months, to terminate Tenant's right to the Third Extension Option. Upon request and a showing of good cause by Tenant, supported by substantial evidence of verifiable construction progress, the City Manager may extend the Construction Completion Deadline by a period of one year per request, but may grant no more than 5 consecutive extensions of the Construction Completion Deadline.

h. Documentation of Improvement Costs. Upon Tenant' s completion of the Tenant Infrastructure Improvements, Tenant shall provide Landlord with copies of paid receipts and other documentation reasonably acceptable to Landlord evidencing the costs incurred by Tenant in completing the Tenant Infrastructure Improvements (collectively, the " Actual Tenant Costs"). Upon Landlord' s receipt of such receipts and documentation, Landlord shall prepare a rent table (the " Base Rent Table") using the Actual Tenant Costs as the Landlord Credit, subject to the amounts individually and collectively set forth in the Landlord- approved Tenant' s Work Costs, and applying an equal portion of the Landlord Credit to each payment of Base Rent.

i. Developer Changes to Plans and Specifications During Course of Construction.

i) Tenant shall have the right during the course of construction of the Project to make minor field revisions without the City's prior approval. "**Minor field revisions**" shall be defined as detail changes from the approved Plans and Specifications that have little to no substantial effect on the Project or are made in order to expedite the work of construction in response to field conditions such as structural detail revisions or interior finish revisions. "Minor field revisions" exclude modifications to the project, including the site plan and architecture, as approved pursuant to the "Major Site Plan" approved by the City as part of the plan approval process described hereinabove. All detail revisions must be documented and stamped by the licensed architect or licensed engineer and/or other design professional as deemed necessary. Tenant shall submit all minor field revisions to the City for its review and approval prior to the date that the Tenant intends to implement such changes. The City shall have five (5) business days from its receipt of such proposed changes to review the same and advise the Tenant in writing whether such changes are acceptable to the City in its reasonable discretion.

ii) All work that does not meet the definition of a "minor field revisions" shall be resubmitted for approval as an amended set of construction documents. Tenant shall submit all other changes, i.e. those changes which are not minor field revisions, to the City for its review and approval no less than fifteen (15) business days prior to the date that the Tenant intends to implement such changes. The City shall have twelve (12) business days from its receipt of such proposed changes to review the same

and advise the Tenant in writing whether such changes are acceptable to the City in its reasonable discretion. The Community and Economic Development Director may approve minor modifications to the Major Site Plan, but major modifications shall require rehearing by the same process utilized to approve the original Major Site Plan, pursuant to Fullerton Municipal Code Section 15.47.040.D.

9. Compliance with Laws and Regulations; Permit Requirements; Contingency for Discretionary Approvals. Nothing in the Existing Lease or this Amendment releases or may be deemed from releasing Tenant from compliance with any and all applicable federal, state, and local (including City) laws and regulations governing the Premises, including but not limited to Tenant's obligation to obtain in accordance with the City's Municipal Code, any and all plan approvals, permits and entitlements. In that regard, Tenant shall be obligated to apply for and obtain a conditional use permit (CUP) for use and occupancy of those Premises Areas, if any, that Tenant elects to utilize for restaurant purposes with on-site alcohol sales, entertainment and outdoor dining, and a Major Site Plan for the review of the associated site plan, architecture, conceptual landscaping and all signage and, subject to any delay caused by an extraordinary event (force majeure) as defined in Section 11.9 of the Existing Lease (and as supplemented herein), if the Tenant has submitted complete applications for a CUP and Major Site Plan and the City does not approve a CUP and Major Site Plan on or before 360-days from the -Amendment Effective Date for said use, occupancy and development, then Tenant shall have the right but not the obligation to terminate this Amendment-on the 361st day from the Amendment Effective Date by providing written notice to the City. Furthermore, issuance by the City of a CUP and Major Site Plan, in addition to any other conditions that may be applied in accordance with the City's Municipal Code, shall be subject to Tenant's completion, or causing the completion of, at Tenant's sole cost and expense, the Maintenance Items (defined in this paragraph below) no later than the date of final inspection for the Tenant's Agreed Improvements . Tenant acknowledges and agrees that Tenant's right to use, operate, and open one or more restaurants with on-site alcohol sales, entertainment and outdoor dining to the public is expressly conditioned upon Tenant's completion of the Maintenance Items, and the City shall have the right to prevent or prohibit the use, operation, or opening of such restaurant(s) until the completion of the Maintenance Items. The "**Maintenance Items**" are the following, as depicted in attached Exhibit B:

a. Plaster Repairs (7 locations on the Premises);

b. Replacement or repair of damaged copper downspout;

c. Removal and replacement of wooden beam on exterior wall at patio south of Premises Area 2;

d. Painting of the wooden door on the north side of the Station at location of "120" address;

e. Dirt and soot removal throughout the Premises.

10. Sublease Authorization. With the execution of this Amendment, Landlord authorizes and consents to an assignment of the Lease, or a sublease of any or all of the Premises Areas for use and occupancy for the purposes set forth herein, to Four Corners Project, Inc., a California corporation, and either or both of the principals thereof, Harold Hamud and Salma Bushala (or an entity owned or controlled by either or both such principals), or to SF Pomona, LLC, a California limited liability company, the existing principals of Tenant, George Bushala Jr. and/or Tony Bushala (or an entity owned or controlled by either or both such principals). Prior to Tenant having the authorization to assign the Lease or sublease the identified Premises Areas as provided in this paragraph, Tenant shall deliver to Landlord an assignment or sublease agreement (as applicable) by and between Tenant and the authorized assignee or subtenant in a form approved by the City Manager and City Attorney, in their reasonable discretion, which assignment or

sublease shall require at a minimum for the assignee or subtenant to assume all obligations of the Tenant (on a going forward basis) under the Lease (if an assignee) or for the identified Premises Areas (if a subtenant), and that Tenant shall remain liable to Landlord for all of Tenant's obligations in the event of a default or breach by any subtenant(s) of any terms, conditions, and covenants in the Lease. Except as expressly modified by this Amendment, the terms, conditions, and covenants relating to assignments, subleasing, and transfers set forth in the Existing Lease (including Article V therein) remain binding and in full force and effect. Except for the permitted assignments or sublease entities named above, all assignments or subleases shall require the written approval of the City Manager, which will not be unreasonably withheld, conditioned, or denied.

11. Maintenance and Repair; Insurance.

(a) By Tenant. Section 6.2 of the Existing Lease is modified as follows: Tenant, at Tenant's sole and absolute cost and expense, shall maintain and repair, in a first class manner and to the standard of City's other similar facilities, the non-structural elements of the Station building roof and Station building exterior, including but not limited to maintenance and repair relating to paint, plaster, downspouts, wood bumpers, and shutters, except as set forth in Section 11(b) of this Amendment, and except that nothing herein shall require Tenant to repair any items damaged by the active negligence or willful misconduct of Landlord or its agents, employees, representatives, or contractors. Exterior doors and windows of the Premises Areas shall be maintained by the tenant (or authorized subtenant) in control of the applicable Premises Area(s). Recurring maintenance work shall be performed or caused to be performed by Tenant at a minimum on a quarterly basis such that maintenance is not deferred, except that dirt and soot removal maintenance shall be performed or caused to be performed by Tenant as needed and at least once per year. Tenant's maintenance obligations set forth in this paragraph shall become operative and effective immediately upon complete execution of this Amendment. In addition to any other rights and remedies available to Landlord at law or in equity, Tenant's failure to comply with the maintenance and repair obligations set forth in the Lease, which failure continues beyond applicable notice and cure periods, is and shall be deemed a public nuisance for failure to maintain property for use by the general public, and shall be subject to citations and fines in accordance with the City's Municipal Code and implementing regulations as a public nuisance. In the event other tenants of the Station building or Landlord require modifications to the Station building roof or Station building exterior, Tenant shall be provided with plans prior to the submittal to the City for permits (when permits are required) for the commencement of work, and otherwise at least 10 days prior to the work to ensure that the modifications are not detrimental to the performance of Tenant's responsibilities for Maintenance and Repair and are otherwise permitted by this Lease. Approval by Tenant shall not be unreasonably withheld. In such event, those portions of the Station building roof or Station building exterior modified by Landlord or another tenant of the Station building shall thereafter be maintained by Landlord or such other tenant at such party's sole cost and expense. Failure by other tenants of the Station building or Landlord to provide plans pursuant to the above shall not constitute a breach of the Existing Lease or this Amendment. For avoidance of doubt, Tenant's maintenance and repair obligations under the Lease shall not apply to any of the Excluded Improvements, as defined in Section 11(c) below.

(b) By Landlord. Landlord shall maintain, at its sole cost and expense, in good working order, condition, and repair (including replacement, as necessary): all exterior lighting of the Station, and all of the access driveways, parking areas, landscaping, irrigation systems, walkways, facilities, and utilities appurtenant to the Station, as well as the Arcade and the Portal**, Amtrak and Landlord** areas. For avoidance of doubt, Landlord agrees that the Access Areas as shown on attached Exhibit A (and all improvements now or hereafter constructed/installed therein) are "appurtenant to the Station" for purposes of the foregoing sentence. If Landlord makes changes to any of the above-described areas, Landlord shall use commercially reasonable efforts to minimize interference with the operation of Tenant's business at the Premises as a result thereof. Nothing in the foregoing is intended to prohibit the City from the approval of

a lot line adjustment, abandonment or similar action which changes the limits of Landlord ownership and the associated boundaries of the Access Areas, so long as Landlord continues to maintain (or cause to be maintained) the Access Areas as they are currently configured or later improved in accordance with this Amendment.

(c) Tenant's Insurance. For avoidance of doubt, the term "Improvements" in the Lease does not include structural elements of the Building, the items described above in Section 11(b) of this Amendment, or any improvements within Premises Areas 10, 1 or 1A or the Portal or Arcade areas as shown on attached Exhibit A, including walls, windows, doors, imbedded and non-imbedded plumbing and utilities lines, fixtures and other installations, ceilings and all tenant improvements (collectively, the "Excluded Improvements"). Accordingly, Tenant's insurance obligations under Section 7.1 of the Lease, shall not require coverage of the Excluded Improvements.

12. Non-Exclusive Parking. Subdivision (b) in Section 10.1 in the First Paragraph of the Existing Lease is modified as follows: Landlord shall provide a minimum of forty-four (44) non-exclusive parking spaces in the public parking lot(s) and structure(s) adjacent to the north side of the Premises on the south side of Santa Fe Avenue, and Landlord shall at all times provide sufficient parking in such parking lot(s) and structure(s) to satisfy parking ratios imposed by the City for Tenant's use of the Premises Areas as contemplated herein.

13. Recordation of Memorandum. If requested by Tenant or Landlord, within ten (10) days after such request, or as soon thereafter as reasonably practicable, the parties shall execute and Landlord shall record (or cause to be recorded) a memorandum of this Amendment in a form approved by the City Manager and City Attorney in their reasonable discretion.

14. Notices. Section 11.1 of the Existing Lease is modified to change the contact information of Landlord, to read:

Landlord: City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92632
Attn: City Manager

15. Late Payment. Section 3.11 of the Existing Lease is deleted and replaced with the following:

"3.11. Late Payment. If any amount due by Tenant to Landlord hereunder is not paid within ten (10) days after it is due, and if Tenant fails to cure such payment default within five (5) days after Landlord notifies Tenant thereof (except that no such notice shall be required if Landlord has delivered a similar notice to Tenant during the immediately preceding 12 calendar months), the delinquent sum shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease."

16. Signage. The words "well known or major chain" in Section 10.5 of the Existing Lease are hereby deleted.

17. Counterparts. This Amendment may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect, and when each signature page is attached shall constitute one instrument.

18. Defined Words. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the same meaning as ascribed to them in the Existing Lease.

19. Full Integration. Except as expressly modified by this Amendment, all of the terms, conditions, and covenants in the Existing Lease remain binding and in full force and effect.

[signatures on the following page]

WHEREFORE, the parties execute this Amendment as of Amendment Effective Date, written above.

"LANDLORD"

CITY OF FULLERTON, a California
municipal corporation

By: _____
Eric Leavitt
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____
Special Counsel

"TENANT "

BUSHALA BROTHERS, INC.,
a California corporation

By: _____
Its: _____

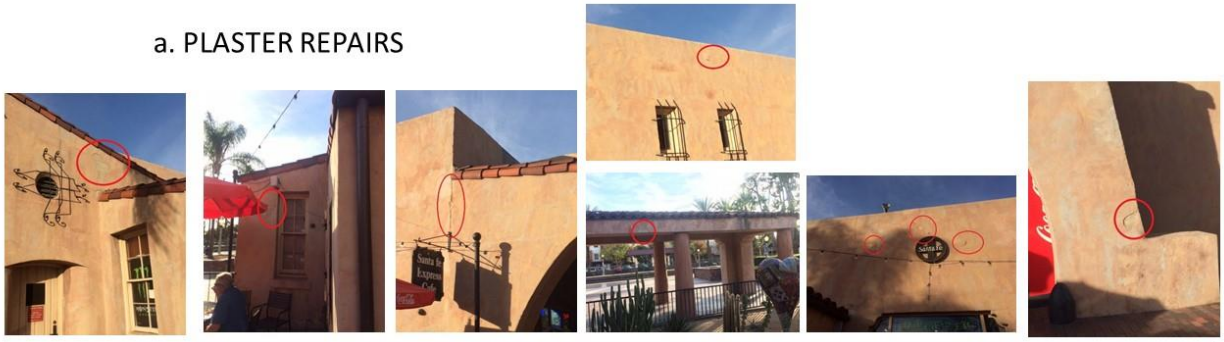
By: _____
Its: _____

Exhibit A – Premises

[Attached on Following Page]

Exhibit B – Maintenance Items

a. PLASTER REPAIRS



b. DOWNSPOUT

c. BEAM

d. DOOR

e. DIRT/SOOT (Typical)

Exhibit C

Tenant's Preliminary Plans

[to be attached]