

FIRST AMENDMENT TO SUBLEASE

This **FIRST AMENDMENT TO SUBLEASE** (this "**Amendment**") is made effective as of **February 1, 2024**, by and between **SCPT MARINA VILLAGE, LLC**, a Delaware limited liability company ("**Landlord**"), and **MDP CATERING & EVENTS, INC.**, a California corporation ("**Tenant**"), with reference to the following:

A. Landlord and Tenant are parties to that certain Sublease dated November 8, 2022 (the "**Original Lease**"), for the lease of certain premises commonly known as the "Seaside Room" (1970 Quivira Way), "Sunset Room" (1935 Quivira Way), "Catalina Room" (1930 Quivira Way) and the "Deli Space" aka "Dock House Grill" (1840 Quivira Way) (the "**Premises**") located in the project known as "Marina Village" in San Diego, California, all as more particularly described in the Original Lease.

B. Landlord and Tenant desire by this Amendment to amend and modify the Original Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Original Lease and in this Amendment shall hereinafter be deemed to refer to the Original Lease, as amended hereby.

2. **Extended Term.** Landlord and Tenant acknowledge that the original Term of the Lease expired on December 31, 2023, and is now month-to-month. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the Term of the Lease is hereby extended from **February 1, 2024** ("**Extended Term Commencement Date**"), and shall expire on **March 31, 2027** (such extended Term, the "**Extended Term**"), unless sooner terminated in accordance with the terms of the Lease. Landlord and Tenant acknowledge and agree that Tenant shall have no right or option to extend or otherwise renew the Term beyond the Extended Term. In addition, any reference in the Lease to the "Term" "Sublease Term" or words of similar import shall mean the Extended Term, unless the context clearly indicates otherwise, and any reference in the Lease to the "Expiration Date" or words of similar import shall mean **April 1, 2027**, unless the context clearly indicates otherwise.

3. **Expansion Space.** As of the Extended Term Commencement Date, Landlord and Tenant agree that the "Premises" as defined in the Original Lease is hereby amended to include the following premises ("**Expansion Space**"): 2,120 square feet of office space located above the "Deli Space" aka "Dock House Grill" with an address of 1842 Quivira Way ("**1842 Office Space**"); 1,000 square feet of storage space known as B5 ("**Storage Space B5**"); and 400 square feet of storage space known as B7 ("**Storage Space B7**"). Tenant agrees (a) to accept the Premises and the Expansion Space in "AS-IS" "WHERE-IS" and "WITH ALL FAULTS" condition; (b) that Landlord shall have no obligation to perform any work to prepare the Premises (including the Expansion Space) or the Project for Tenant's continued use and occupancy thereof; (c) except as expressly provided in the Lease, Landlord has not made any representations or warranties with respect to the suitability or fitness of the Premises (including the Expansion Space) for

Tenant's permitted use or business operations or for any other purpose; and (d) that Storage Space B5 and Storage Space B7 shall only be used for storage purposes, and no other purposes.

4. **Expansion Space Amendments.** Effective as of the Extended Term Commencement Date, the Original Lease is hereby amended as follows: (a) the "Premises" as defined in the Original Lease shall be amended to include the Expansion Premises; and (b) the total square footage of the "Premises" (including the Expansion Space) shall be amended to be 24,865 square feet.

5. **Tenant's Share of Taxes and Insurance.** Tenant shall pay Landlord, each month during the Extended Term, 28.31% ("Tenant's Share") of the real property taxes ("Taxes") and liability insurance ("Insurance") for the Project. Each year, Landlord shall give Tenant written notice of the estimated amount and on first day of each month Tenant shall pay Landlord one-twelfth (1/12th) of the annual estimate of Tenant's Share of Taxes and Insurance. Landlord may revise its estimate during the year with subsequent payments based upon the revised estimates. After the close of each year, Landlord will provide a statement showing Tenant's Share of Taxes and Insurance for such year, the payments made during the year and any balance due or credit owing. Tenant shall pay any balance owing within thirty (30) days after receipt of the statement, and any credit due Tenant shall be credited to Tenant's next monthly estimated payment or if the Lease has terminated or expired, it shall be refunded to Tenant. The current estimates of Tenant's Share of Taxes for calendar year 2024 is \$1,719.79 per month and Tenant's Share of Insurance for calendar year 2024 is \$1,763.34 per month. Notwithstanding the foregoing estimate, Tenant shall be responsible for Tenant's Share of actual Taxes and Insurance, including increases in subsequent years during the Extended Term.

6. **Minimum Rent for Extended Term.** During the Extended Term, Tenant shall pay Minimum Rent for the Premises (including the Expansion Space) as follows:

<u>Premises Description</u>	<u>Rental Rate (\$/SF/Mo)</u>	<u>Minimum Rent (\$/Mo)</u>
Dock House Grill	\$0.50	\$1,050.00
Sunset Room	\$2.29	\$6,924.96
Catalina Room	\$1.11	\$5,088.24
Seaside Room	\$1.11	\$12,029.07
1842 Office Space	\$1.38	\$4,000.00 ¹
Storage Space B7	\$1.25	\$500.00
Storage Space B5	\$0.50	<u>\$500.00</u>
Total Monthly Minimum Rent:		\$30,092.27

¹Notwithstanding the foregoing, Tenant's obligation to pay Minimum Rent for the 1842 Office Space shall not commence until April 1, 2024.

7. **Annual Adjustment of Minimum Rent (CPI).** On each anniversary of the Extended Term Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Minimum Rent shall be adjusted as the greater of (i) one hundred three and one-half percent (103.5%) of the Minimum Rent payable in the month preceding the applicable Adjustment Date; or (ii)

Minimum Rent as increased by applying the CPI Formula set forth below (such Minimum Rent, as adjusted, the "Adjusted Minimum Rent"). The "Index" means the Consumer Price Index for all Urban Consumers for the San Diego-Carlsbad, CA metropolitan area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Minimum Rent for February 2024 multiplied by a fraction, the numerator being the Index published for the month immediately preceding the Adjustment Date (the "New Index"), and the denominator being the Index published for the month of the Extended Term Commencement Date ("Base Index"). The following is an illustration of the CPI Formula:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Minimum Rent as of Extended Term Commencement Date} = \text{Adjusted Minimum Rent}$$

Notwithstanding the foregoing, in no event shall the Adjusted Minimum Rent be less than one hundred three and one-half percent (103.5%) of the Minimum Rent payable in the month preceding the applicable Adjustment Date. If the New Index is not published as of the Adjustment Date, Tenant shall continue paying Minimum Rent then in effect, and when the New Index is published and the Adjusted Minimum Rent is determined, Tenant shall, with the next installment of Adjusted Minimum Rent then due, pay the difference between the existing Minimum Rent and the Adjusted Minimum Rent for the time period from the Adjustment Date until the date that the Adjusted Minimum Rent is determined. If the components of the Index are materially changed so that the components of the New Index materially differ from the components of the Base Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

8. **Deli Operations.** Tenant agrees to the following covenants for the operation of the Deli Space aka Dock House Grill:

- (a) Hours of operation: 7:00 a.m. to 5:00 p.m. (Winter Hours); 7:00 a.m. to 7:00 p.m. (Memorial Day to Labor Day);
- (b) Deli to be open 7 days per week with the exception of Christmas Day, and Thanksgiving Day and Christmas Eve open 7:00 a.m. to 12:00 p.m.;
- (c) Full menu availability from opening until closing;
- (d) Daily reporting of Gross Sales (MTD/YTD);
- (e) Tenant to clean and setup exterior and interior seating daily from opening until closing;
- (f) Tenant shall provide on-site manager for oversight and proper training of personnel;
- (g) Signage to be maintained in a professional manner; and
- (h) Tenant to provide designated area to accommodate high tops and televisions.

9. **Landlord Termination Right.** Notwithstanding any provision in the Original Lease to the contrary, Landlord shall have the right to terminate the Lease upon ninety (90) days' prior written notice to Tenant, and upon Landlord's exercise of such termination right, the Lease shall terminate on the ninetieth (90th) day after the date that Landlord delivers the written notice of termination to Tenant.

10. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; (c) except as described in this Amendment, there are no offsets against Rent; and (d) there are no outstanding or unsatisfied Landlord work or improvement allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Amendment; and (iii) Landlord is relying on such representations in entering into this Amendment.

11. **Confidentiality.** Landlord and Tenant hereby agree to keep the terms of the Lease and this Amendment and the negotiation of the Lease and this Amendment confidential, and neither party shall disseminate or disclose such information to third parties except each party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Amendment.

12. **Entire Agreement.** This Amendment contains the entire agreement and understanding between the parties concerning the amendments and modifications to the Lease as set forth herein and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the amendments and modifications to the Lease that are the subject of this Amendment. Wherever possible, each term of this Amendment shall be interpreted in such a manner as to be valid under applicable laws, rules, regulations and court authority, but if, notwithstanding the foregoing, any term of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. **Brokers.** Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty. All references in this Amendment to Landlord's "attorneys' fees" shall mean and refer to all of Landlord's fees and costs for attorneys, including in-house attorneys.

14. **Accessibility Disclosure.** Landlord hereby remakes the disclosure statement required by Section 1938(a) of the California Civil Code as set forth in Section 3.3 of the Original Lease, which is hereby incorporated herein by this reference.

15. **OFAC Compliance.** Tenant hereby represents and warrants to Landlord that Tenant and its directors, officers, employees, agents and affiliates are not, and during the Term of the Lease shall not be, Sanctioned Persons. "Sanctioned Person" means: (a) an entity or individual named on the Consolidated

Sanctions List maintained by the U.S. Office of Foreign Assets Control, or any successor list, or targeted by the U.S. Department of State under economic or financial sanctions or trade embargoes of the United States ("Sanctions Laws"); (b) any other entity or individual with which an entity incorporated in the United States is prohibited from dealing pursuant to Sanctions Laws; or (c) any entity or individual acting on behalf of anyone described in the foregoing clauses of this definition. Tenant represents and warrants that Tenant is in compliance, and, during the Term of the Lease, shall remain in compliance, with Sanctions Laws and Anti-Money Laundering Laws and shall not, directly or indirectly, take any action that would cause Tenant or Landlord to be in violation of Sanctions Laws or Anti-Money Laundering Laws. "Anti-Money Laundering Laws" means: the U.S. Bank Secrecy Act, the USA PATRIOT Act, and all other laws of the United States that prohibit money laundering or other use of funds derived from illegal activity. Tenant covenants to provide any information deemed necessary by Landlord to comply with Landlord's obligations under Sanctions Laws or Anti-Money Laundering Laws, and this obligation shall survive the termination of the Lease. Breach of any of the foregoing representations, warranties and covenants shall be considered a Default under the Lease and shall entitle Landlord to pursue all rights and remedies available to Landlord under the Lease and/or applicable Laws.

16. **Ratification.** Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

17. **Headings.** The headings to sections of this Amendment are for convenient reference only and shall not be used in interpreting this Amendment.

18. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Amendment may be executed by a party's signature recorded and transmitted electronically and copies of this Amendment recorded and transmitted electronically shall have the same force and effect as if executed and delivered with original wet-ink signatures. All parties hereto agree that an electronically recorded and transmitted signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original wet-ink signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Amendment as of the date first above written.

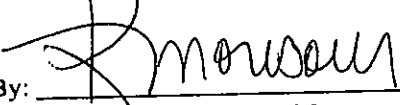
LANDLORD:

S.C.P.T. REAL PROPERTY HOLDING, INC.,
a California corporation

By: 
Name: Robin Dean
Title: Senior Vice President

TENANT:

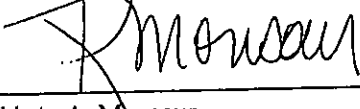
MDP CATERING & EVENTS, INC.,
a California corporation

By: 
Printed Name: Kathleen A. Monsour
Title: CEO, CFO & Secretary

CONSENT OF GUARANTOR

The undersigned is the Guarantor under that certain Guaranty of Sublease dated as of November 8, 2022, and hereby approves of and consents to the above Amendment.

GUARANTOR:


Kathleen A. Monsour

Certificate Of Completion

Envelope Id: 7A34E9766AA247F6918373293372DF47

Status: Completed

Subject: Complete with DocuSign: 1st Amendment-Ranch Catering-2.20.2024-v1 - Signed.pdf

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Will Beers

AutoNav: Enabled

1200 6th Ave

Envelope Stamping: Enabled

Suite 700

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

wbeers@wa-cap.com

IP Address: 38.88.168.170

Record Tracking

Status: Original

Holder: Will Beers

Location: DocuSign

3/20/2024 12:19:32 PM

wbeers@wa-cap.com

Signer Events**Signature****Timestamp**

Robin Dean

rdean@wa-cap.com

Vice President, Asset Management

Washington Capital Management, Inc

Security Level: Email, Account Authentication
(None)

Sent: 3/20/2024 12:21:05 PM

Viewed: 3/20/2024 12:32:08 PM

Signed: 3/20/2024 12:32:14 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 98.153.88.62

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/20/2024 12:21:06 PM
Certified Delivered	Security Checked	3/20/2024 12:32:08 PM
Signing Complete	Security Checked	3/20/2024 12:32:14 PM
Completed	Security Checked	3/20/2024 12:32:14 PM
Payment Events	Status	Timestamps