

**CONSENT TO
TWELFTH AMENDMENT OF
SUBLEASE FOR 100 "D" FISHERMAN'S WHARF
PEGGY HIRAIZUMI dba KOBE PEARL**

THIS CONSENT TO AMENDMENT OF SUBLEASE (this "Consent") is made by the CITY OF REDONDO BEACH, a chartered municipal corporation ("Lessor"), RDR PROPERTIES, LLC, a California limited liability company ("Lessee"), PEGGY HIRAIZUMI, dba KOBE PEARL ("Sublessee"), and Thirty One Fifty LLC ("Assignee").

WHEREAS, Lessor and Lessee's predecessor, RDR Living Trust Of 1996, Robert Dale Resnick, Trustee, have heretofore entered into a Lease Agreement dated as of July 1, 2008, for the premises located at 100 Fisherman's Wharf, Redondo Beach CA, as amended by a First Amendment to Lease dated as of November 20, 2012 and a Second Amendment to Master Lease dated as of April 6, 2021, and as assigned to and assumed by Lessee by an Assignment and Assumption of Lease Agreement, dated March 21, 2015 (as amended and assigned, the "Master Lease").

WHEREAS, under the Master Lease, Lessor reserves the right to approve and consent to any sublease, assignment or amendment by Lessee or its successors.

WHEREAS, Lessor has approved and provided its consent to the sublease for 100 "D" Fisherman's Wharf ("Sublease Premises") between Lessee and Sublessee, in the form of the "Redondo Landing – On The Pier Standard Lease (NNN)" dated as of October 25, 1991, to a First Amendment to Lease dated March 14, 1997, to a Second Amendment to Lease dated as of February 18, 1999, to a Third Amendment to Lease dated as of April 4, 2001, to a Fourth Amendment to Lease dated as of April 4, 2004, to a Fifth Amendment to Lease dated as of March 15, 2006, to a Sixth Amendment to Lease dated as of May 1, 2007, to a Seventh Amendment to Lease, dated as of May 1, 2008, to an Eighth Amendment to Lease dated as of May 1, 2012, to a Ninth Amendment to Lease dated as of December 1, 2016, to a Tenth Amendment to Lease dated as of January 16, 2020, and to an Eleventh Amendment to Lease dated as of April 23, 2024 (as amended and assigned, the "Sublease").

WHEREAS, Lessee has requested Lessor's consent to an amendment and assignment of the Sublease by Sublessee to Assignee as more fully set out in the attached Twelfth Amendment and Assignment of Sublease ("Amendment") dated as of March 1, 2026, and executed by Lessee, Sublessee, and Assignee. The Amendment extends the term of the Sublease for three (3) years, which requires the consent of Lessor pursuant to the terms

of the Master Lease.

WHEREAS, Lessee has provided Lessor documentation of Sublessee's and Assignee's experience, business background and financial capacity evidencing Sublessee's and Assignee's financial capacity to perform its obligations under the Sublease.

NOW, THEREFORE, pursuant to the Master Lease, Lessor hereby issues its approval and consent to the Amendment, which is given subject to the following conditions and covenants of the parties to the Amendment:

1. Lessor consents to the Amendment. This consent is granted only on the terms and conditions stated in this Consent. The Sublease and the Amendment are subject and subordinate to the Master Lease. If there is a conflict between this Consent and the Sublease or the Amendment respecting Sublessee's and Assignee's obligations to Lessor, the terms, conditions, and obligations of the Master Lease and this Consent shall control. Lessee, Sublessee, and Assignee acknowledge that Lessor is not a party to the Sublease or Amendment and is not bound by any of the terms, covenants, or conditions of the Sublease or the Amendment.

2. Neither the Amendment nor this Consent will:

(a) Release Lessee from any liability, whether past, present or future, under the Master Lease;

(b) Alter the primary liability of Lessee to pay all rent and perform all of Lessee's obligations under the Master Lease (including the payment of all bills rendered by Lessor for charges incurred by Sublessee and Assignee for services and materials supplied to the Sublease Premises);

(c) Be construed as a waiver of Lessor's right to consent to any proposed transfer, assignment, or sublease after the date hereof by Lessee under the Master Lease or Sublessee or Assignee under the Sublease or this Amendment, or as a consent to any portion of the Sublease Premises being used or occupied by any other party;

(d) Grant any rights to Sublessee or Assignee greater than those rights granted to Lessee under the Master Lease;

(e) Be deemed consent to any other sublease, assignment, or transfer of any kind;

(f) Be construed as consent by Lessor to a term of the Sublease or the Amendment beyond the stated term under the Sublease, and not to any holdover tenancy, whether by operation of law or otherwise, and in no event beyond the term of the Master Lease;

(g) Require Lessor to recognize Sublessee or Assignee in the event of a default in the Master Lease by Lessee;

(h) Enlarge or in any manner increase Lessor's or Lessee's respective obligations or duties under the Master Lease;

(i) Create obligations or costs to Lessor under the terms of the Sublease or the Amendment, except as may be set forth in the Master Lease or under applicable law, such as Lessor's performance of standard lease administrative functions, regulatory and permitting functions under the Master Lease;

(j) Require Lessor to proceed in any action under the Master Lease or this Consent against either Lessee or Sublessee or Assignee without first exhausting Lessor's remedy against the other; or

(k) Modify, waive, amend, or otherwise affect any provision of the Master Lease, including without limitation, any guaranty of the Master Lease.

Upon termination of the Master Lease, Lessor may consent to subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease without notifying Lessee or anyone else liable under the Master Lease, including any guarantor of the Master Lease, and without obtaining their consent. No such action by Lessor will relieve those persons from any liability to Lessor or otherwise with regard to the Sublease Premises. Lessee shall not have any obligations with respect to the subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease made by Lessor unless Lessee agrees to be bound in writing.

3. Lessee, Sublessee, and Assignee acknowledge that the Master Lease continues in full force and effect, and that there are no prior amendments thereto as of the date of this Consent, except as in writing(s) signed by both the Lessor and the Lessee. This Consent shall not release Lessee of its obligations or alter the primary liability of Lessee to pay the rent and to perform and comply with all of the obligations of Lessee to be performed under the Master Lease.

4. Sublessee and Assignee acknowledge that they have had an opportunity to review and has reviewed the terms and provisions of the Master Lease. The Sublease and the Amendment are and shall be at all times subject and subordinate to the Master Lease, as such Master Lease may be amended, revised or terminated by Lessor and/or Lessee in accordance with its terms. Lessor is not obligated to notify or obtain the consent of Sublessee or Assignee, or any guarantor of the Sublease or the Amendment,

with respect to any amendment, revision or termination of the Master Lease. In no event shall the term of the Sublease exceed the term of the Master Lease, as the Master Lease may be amended, modified or terminated.

5. Sublessee's and Assignee's use and operation of its business at the Sublease Premises shall not be in violation of any of the terms, covenants, obligations and conditions of the Master Lease. This Consent shall not constitute a consent by Lessor to any subsequent subletting or assignment of any of Lessee's rights under the Master Lease, of any amendments or modifications to the Sublease, or any further subletting or assignment of any of Sublessee's or Assignee's rights under the Sublease. In the event of any default of Lessee under the Master Lease, Lessor may proceed directly against Lessee or anyone else liable under the Master Lease without prior notice to Sublessee or Assignee.

6. This Consent shall not be valid without the signature of Lessee, Sublessee, and Assignee. Lessee, Sublessee, and Assignee each acknowledge and agree that in providing its consent to the Amendment, Lessor is relying on the covenants and representations of Lessee, Sublessee, Assignee made in this Consent. Lessee, Sublessee, and Assignee each represent and warrant that there are no additional payments of rent or any other monetary consideration of any type which has been paid or is payable by Sublessee or Assignee to or for the benefit of Lessee in connection with the Amendment, other than as disclosed in the Amendment.

7. Sublessee, Assignee, and Lessee acknowledge that a "cleaning fee" assessment will be charged to Sublessee or Assignee and Lessee by Lessor per the Fisherman's Wharf Sanitation District and City of Redondo Beach Resolutions 6213 and 7818 and that all amounts shall be paid in full by Sublessee or Assignee and/or Lessee prior to delinquency.

8. Sublessee, Assignee, and Lessee agree to use, operate and maintain the Sublease Premises in compliance with all applicable federal, state, and local laws, as may be amended from time to time. Specifically, Sublessee, Assignee, and Lessee further agree to comply with all provisions of the Redondo Beach Municipal Code, including but not limited to all current and future administrative design guidelines and standards as applicable. This Consent shall not be construed as the City of Redondo Beach's approval of any improvements to the Sublease Premises, which shall require application and approval in accordance with the normal procedures of the City. Lessee, Sublessee, and Assignee acknowledge that all

permits shall be obtained prior to the commencement of any work requiring a permit.

9. Sublessee and Assignee waive all claims against Lessor for damages to goods, wares, merchandise, buildings, installations and other improvements in, upon, or about the Sublease Premises unless caused by the gross negligence or willful misconduct of Lessor, its officers, agents or contractors.

10. Lessee hereby ratifies and affirms its indemnification obligations to Lessor under the Master Lease. Sublessee and Assignee each hereby indemnifies and holds harmless Lessor, its elected officials and representatives, officers, agents, attorneys and employees from and against any and all claims, demands, loss or liability of any kind or nature which Lessor, its elected officials and representatives, officers, agents, attorneys and employees may sustain or incur or which may be imposed upon them or any of them as a result of, rising out of, or in any manner connected with (a) the Sublease or the Amendment, (b) the occupancy of any portion of the Sublease Premises by Sublessee and Assignee, and each of their respective officers, agents, employees, contractors, concessionaires, licensees, patrons or visitors, (c) Sublessee's and/or Assignee's negligent acts or omissions or willful misconduct, or (d) any and all liens for labor, services, supplies or materials arising out of the design, construction, repair, alteration or installation of structures, improvements, equipment or facilities within the Sublease Premises caused by Sublessee or Assignee, provided, however, that the foregoing indemnity shall not apply to the extent of the gross negligence or willful misconduct of Lessor, its agents, representatives, or employees.

11. Sublessee and Assignee shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis.

12. Sublessee and Assignee each represents and warrants to Lessor and Lessee that all information and documentation provided to Lessor with respect to the Amendment and Sublessee's and Assignee's experience, business background and financial capacity, is true and correct as of the date of this Consent. Lessee represents and warrants to Lessor that to Lessee's actual knowledge, all written information and documentation provided to Lessor by Lessee prior to the date of this Consent, with respect to the Sublease and Sublessee's and Assignee's experience, business background and financial capacity, is true and correct as of the date of this Consent, to the extent of Lessee's actual knowledge. Further, Lessee and Sublessee represent and warrant,

each to the extent of their respective actual knowledge as of the date of the Consent, that the execution of the proposed Amendment, or operation of Sublessee's and Assignee's business in accordance with the terms of the proposed Sublease as amended shall not result in the violation of any Laws.

13. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.

14. Lessor hereby gives notice to Lessee, Sublessee, and Assignee pursuant to Revenue and Tax Code Section 107.6, that the Master Lease or Sublease may create a possessory interest that is the subject of property taxes levied on such interests, the payment of which taxes shall be the obligation of Lessee and/or Sublessee and Assignee. Any payments under this paragraph shall not reduce or offset any rent payments under the Master Lease. Lessee, Sublessee, and Assignee acknowledge that Lessor has no liability for such tax payments.

15. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.

16. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then in the event of any commencement of litigation, the prevailing party shall be entitled to recover from the applicable party such costs, including, but not limited to, expert witness fees, and reasonable attorney fees as may have been incurred. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

17. Lessee, Sublessee, and Assignee agree that Lessor will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Amendment or this Consent. Lessee, Sublessee, and Assignee will protect, defend, indemnify, and hold Lessor harmless from any brokerage commission or finder's fee in connection with the consummation of the Amendment or this Consent, and from any cost or expense (including attorney fees) incurred by Lessor in resisting any claim for any such brokerage commission or finder's fee. The provisions of this section shall survive the expiration or earlier termination of the Sublease or this Consent.

18. Lessee, Sublessee, and Assignee acknowledge that Lessor is not a party to the Sublease or the Amendment and is not bound by any recitals, terms or conditions thereof. This Consent is not intended to create, nor shall it be in any way interpreted to create, a joint venture, partnership or any other similar relationship among the parties hereto.

19. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of Lessor's consent to the Amendment, supersedes all prior and contemporaneous understandings or agreements of the parties regarding this Consent, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.

20. All terms spelled with initial capital letters in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Master Lease.

21. This Consent is not intended to modify or amend any of the terms and conditions of the Master Lease, nor to alter or diminish any of the rights or alter or add to any of the obligations of Lessor or Lessee under the Master Lease. In the event of a conflict between any rights of or obligations imposed upon Lessor or Lessee under this Consent and the Master Lease, Lessor's and Lessee's rights and obligations shall be as stated in the Master Lease, as may be amended.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Consent is dated this 5th day of May, 2026.

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

LESSEE:

RDR PROPERTIES, LLC,
a California limited liability company



By: Robert Dale Resnick,
as its Manager

SUBLESSEE:

By: PEGGY HIRAIZUMI
Title: An Individual

ASSIGNEE:

THIRTY ONE FIFTY LLC
a California limited liability company

By: Blayne Yamamoto
Title: Manager

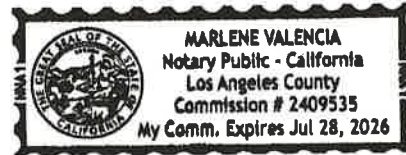
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On April 27, 2026, before me, Marlene Valencia, a Notary Public, personally appeared Robert Dale Resnick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature Marlene Valencia

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)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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James A. Light, Mayor

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Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

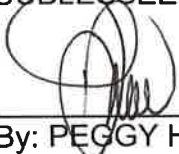
Joy A. Ford, City Attorney

LESSEE:

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a California limited liability company

By: Robert Dale Resnick,
as its Manager

SUBLESSEE:



By: PEGGY HIRAIZUMI
Title: An Individual

ASSIGNEE:

THIRTY ONE FIFTY LLC
a California limited liability company

By: Blayne Yamamoto
Title: Manager

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State of California)
County of Los Angeles)

On 04/28/2026, before me, Bryan Millan, a Notary Public, personally appeared Peggy Hiraiwari, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature [Handwritten Signature]

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State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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By: Robert Dale Resnick,
as its Manager

SUBLESSEE:

By: PEGGY HIRAIZUMI
Title: An Individual

ASSIGNEE:

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a California limited liability company



By: Blayne Yamamoto
Title: Manager

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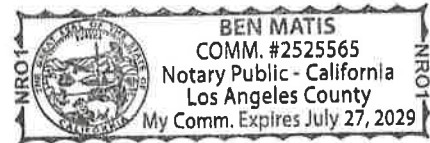
State of California)
County of Los Angeles)

On 07/28/2026, before me, Ben Matis, a Notary Public, personally appeared Blayne Yamamoto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature



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State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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