

# Redondo Landing - On The Pier

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## SECOND AMENDMENT TO LEASE

### 100"A&N" FISHERMAN'S WHARF

#### HAWIIAN BLENDS AND SMOOTHIES, INC.

**PARTIES:** RDR Properties, LLC ("Lessor"), Hawaiian Blends and Smoothies, Inc., a California corporation dba Bella Gelato ("Lessee"), and Liza A. Armedilla and Nejib Belhedi ("Guarantors").

**PREMISES:** 100 Fisherman's Wharf, Unit "A & N", Redondo Beach, CA ("Premises")

**EFFECTIVE DATE:** May 1, 2020

**RE:** EXTENSION OF TERM

1. **Recitals:** The RDR Living Trust of 1996 and Lessee entered into a lease dated June 5, 2009, and the Lease was first amended April 9, 2012 (as amended, the "Lease"). The RDR Living Trust of 1996 subsequently assigned all of its rights, title, and interest in and to the Lease to Lessor. All defined terms used in this Second Amendment, unless otherwise expressly defined in this Second Amendment, shall have the same meanings as when used in the Lease if defined therein.

2. **Amendment To Lease:** Lessee and Lessor hereby agree that notwithstanding anything in the Lease to the contrary, the provisions set forth in this Second Amendment will be deemed to be part of the Lease, as of the Effective Date.

3. **Term:** The Termination Date of the Lease is hereby extended to April 30, 2025.

4. **Minimum Monthly Rent:** The Minimum Monthly Rent payable under Paragraph 1.7 of the Lease, shall be increased and payable by Lessee as follows:

<u>Adjustment Date</u>	<u>Increase</u>	<u>Total Monthly Rent</u>
May 1, 2020	\$ 235.35	\$ 6,119.08
May 1, 2021	\$ 244.76	\$ 6,363.84
May 1, 2022	\$ 254.55	\$ 6,618.39
May 1, 2023	\$ 264.74	\$ 6,883.13
May 1, 2024	\$ 275.33	\$ 7,158.46

5. **Security Deposit:** Lessee's Security Deposit on file with Lessor, pursuant to Paragraphs 1.11 and 5 of the Lease, which the parties agree is \$11,767.47, immediately prior to the Effective Date, shall be increased by Lessee as follows:

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Lessee's Initials: AAA NB

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Lessor's Initials: [Signature]

<u>Adjustment Date</u>	<u>Increase</u>	<u>Total Security Deposit</u>
May 1, 2020	\$ 470.70	\$ 12,238.17
May 1, 2021	\$ 489.52	\$ 12,727.69
May 1, 2022	\$ 509.10	\$ 13,236.79
May 1, 2022	\$ 529.48	\$ 13,766.27
May 1, 2022	\$ 550.66	\$ 14,316.93

6. **Right to Early Termination of Lease:** Subject to the conditions stated in the next sentence, Lessee shall have the one-time right to terminate this Lease early ("**Early Termination**") on April 30, 2021 ("**Early Termination Date**"), by providing Lessor with written notice ("**Early Termination Notice**") on or before December 31, 2020 of Lessee's intention to exercise this right to cause an Early Termination. Lessee's right to an Early Termination of the Lease shall be subject to (a) Lessee not being in default of any of Lessee's obligations under the Lease from the date of the Early Termination Notice through the Early Termination Date, and (b) Lessee having completely vacated and removed all of Lessee's property from the Premises on or before the Early Termination Date.

7. **Confidentiality:** Lessee agrees to maintain the contents of this Lease, including this Second Amendment and future amendments in strict confidentiality and not to disclose any of the terms and conditions to any third party associated, directly or indirectly, with the Redondo Landing, including but not limited to other tenants or prospective tenants, unless otherwise so requested by Lessor in writing. In the event Lessee violates this confidentiality agreement, Lessor shall have the right to terminate this Lease at any time thereafter upon five (5) days written notice to Lessee. The confidentiality agreement contained in this Paragraph 6 applies to Lessor and Lessee only, and not to the City of Redondo Beach, which shall have no liability for breach hereof.

8. **City Approval:** This Second Amendment is subject to, and shall have no force or effect without, the approval of the City of Redondo Beach.

9. **No Other Changes To Lease:** All terms and conditions of the Lease, except as expressly modified and amended in this Tenth Amendment, shall remain in full force and effect.

"LESSEE"  
HAWAIIAN BLENDS AND SMOOTHIES, INC.

BY: ANNA LIZA A. AMEDILLA, PRESIDENT

BY: NEJIB BELHEDI, VICE PRESIDENT

ANNA LIZA A. ARMEDILLA  
GUARANTOR

NEJIB BELHEDI  
GUARANTOR

"LESSOR"  
RDR PROPERTIES, LLC

BY: ROBERT D. RESNICK, MANAGER

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Lessee's Initials: RL MB

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Lessor's Initials: R