

**CONSENT TO
SECOND AMENDMENT OF
SUBLEASE FOR 100 "A & N" FISHERMAN'S WHARF
HAWAIIAN BLENDS AND SMOOTHIES, INC**

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") and HAWAIIAN BLENDS AND SMOOTHIES, INC., a California corporation dba Bella Gelato ("Sublessee"), and Liza A. Armedilla and Nejib Belhedi ("Guarantors").

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 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 "A & N" 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 June 05, 2009 (the "Sublease"). The Sublease was amended by a First Amendment to Sublease, dated April 9, 2012, but there is no record of Lessor's consent.

WHEREAS, Lessee has requested Lessor's consent to an amendment of the Sublease as more fully set out in the Second Amendment To Sublease, dated May 1, 2020, and executed by Lessee and Sublessee (the "Amendment"). The Amendment extends the term of the Sublease for five (5) years, which requires the consent of Lessor pursuant to the terms of the Master Lease.

WHEREAS, Lessee has provided Lessor documentation of Sublessee's experience, business background and financial capacity evidencing Sublessee'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 obligations to Lessor, the terms, conditions, and obligations of the Master Lease and this Consent shall control. Lessee and Sublessee acknowledge that Lessor is not a party to the Sublease or the 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 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 under the Sublease or the 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 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 in the event of a default in the Master Lease by Lessee;

(h) Enlarge or in any manner increase Lessor's or Lessee's 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 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.

3. Lessee and Sublessee 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 acknowledges that it has 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 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 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 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.

6. This Consent shall not be valid without the signature of Lessee and Sublessee. Lessee and Sublessee each acknowledge and agree that in providing its consent to the Amendment, Lessor is relying on the covenants and representations of Lessee and Sublessee made in this Consent. Lessee and Sublessee 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 to or for the benefit of Lessee in connection with the Amendment, other than as disclosed in the Amendment.

7. Sublessee and Lessee acknowledge that a "cleaning fee" assessment will be charged to Sublessee 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 and/or Lessee prior to delinquency.

8. Sublessee 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 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 and Sublessee acknowledge that all permits shall be obtained prior to the commencement of any work requiring a permit.

9. Sublessee waives 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 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, its officers, agents, employees, contractors, concessionaires, licensees, patrons or visitors, (c) Sublessee's negligent acts or omissions or its 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, 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 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 represents and warrants to Lessor that all information and documentation provided to Lessor with respect to the Amendment, and Sublessee'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 all written information and documentation provided to Lessor by Lessee prior to the date of this Consent, with respect to the Sublessee, the Amendment and Sublessee'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 business in accordance with the terms of the proposed Amendment and Sublease 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 and Sublessee, 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. Any payments under this paragraph shall not reduce or offset any rent payments under the Master Lease.

Lessee and Sublessee acknowledge that Lessor has no liability for such tax payments.

15. 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.

16. Lessee and Sublessee 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 and Sublessee 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.

17. Lessee and Sublessee 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.

18. 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.

19. 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. 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 20th day of October, 2020.

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

LESSEE:

RDR PROPERTIES, LLC,
a California limited liability company

By: Robert Dale Resnick,
as its Manager

SUBLESSEE:
HAWAIIAN BLENDS AND SMOOTHIES, INC., a California corporation

By: ANNA LIZA A. AMEDILLA

Title: PRESIDENT

By: NEJIB BELHEDI

Title: VICE PRESIDENT

ANNA LIZA A. AMEDILLA
GUARANTOR

NEJIB BELHEDI
GUARANTOR

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.

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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