

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”) is made effective as of August 1, 2024 (the “First Amendment Effective Date”), by and between TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL MEDICAL CENTER, a local healthcare district organized under the California Health and Safety Code (“Landlord”), and R&L PEREZ, INC. dba FUGAZZIS (“Tenant”), each occasionally referred to as a “Party”, and collectively as the “Parties”.

RECITALS

This First Amendment is made with respect to the following recitals of facts:

A. Landlord and Tenant, as successor-in-interest to MIKE FLIGOR dba Fugazzis, became parties to that certain Lease Agreement dated effective November 1, 2018 (the “Lease”), a true, accurate, and complete copy of which is attached hereto and incorporated herein as Exhibit A, under which Landlord, as “LESSOR”, now leases to Tenant, as “LESSEE”, that certain real property and improvements located in the County of Tulare, State of California (APN 860-001-122-000), comprising 4,185± sq. ft. of commercial space, and more commonly known as 1441 E. Prosperity Avenue (the “Premises”).

B. Tenant is leasing the Premises in order to operate a full service restaurant and catering business (the “Business”).

C. The initial Lease term commenced on November 1, 2018 and expired on October 31, 2023 (the “Initial Term”).

D. Following expiration of the Initial Term, Tenant was leasing and desires to continue to lease the Premises on a month-to-month basis.

E. Landlord is willing to consent to said arrangement on such terms and conditions as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the covenants 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. Recitals. The above introductory paragraph identifying the Parties and the provisions under “Recitals” are incorporated herein by reference and are made a part of the terms of this First Amendment.

2. Incorporation/Ongoing Authority. All terms and conditions of the Lease, except as inconsistent with this First Amendment, are incorporated in and shall be terms and conditions of

this First Amendment. Except as modified hereby, this First Amendment restates and reaffirms the terms of the Lease, and the Lease shall remain in full force and effect.

3. Defined in the Lease. All capitalized terms in this First Amendment (including in the recitals hereof) not otherwise defined herein shall have the meanings assigned to them in the Lease.

4. Month-to-Month Basis. Beginning August 1, 2024, the Premises shall be leased to Tenant on a month-to-month basis (“Month-to-Month Tenancy”) on the following terms:

4.1 Except as otherwise stated herein, the Month-to-Month Tenancy shall be subject to all the terms and conditions of the Lease notwithstanding the fact that said tenancy shall not constitute an extension of the Term of the Lease.

4.2 During the Month-to-Month Tenancy, Tenant shall at all times use the Premises for the operation of its Business and for no other purpose unless otherwise agreed to by Landlord in writing, in its sole and absolute discretion.

4.3 Nothing contained in this First Amendment shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon thirty (30) days written notice. Tenant covenants and agrees to timely surrender possession of the Premises in a broom clean condition upon Landlord’s written demand.

4.4 In the event Tenant fails to timely surrender the Premises upon Landlord’s written notice hereby, Tenant agrees to be responsible for all costs, losses, expenses or liabilities (including all reasonable attorney’s fees and costs) arising or related to Tenant’s refusal to quit the Premises, including without limitation, with respect to any unlawful detainer proceeding brought by Landlord against Tenant, and to further indemnify, defend and hold Landlord harmless from all claims made by any successor-in-interest to the Premises, assignee or transferee (or any other successor-in-interest) of the Premises, or any real estate broker providing services in relation to the re-letting or sale of the Premises.

4.5 The Fixed Rent shall be at \$7,819.94 for each month during the Month-to-Month Tenancy.

5. Tenant’s Warranties & Representations. Tenant hereby makes the following representations and warranties and acknowledges that Landlord’s execution of this First Amendment has been made in material reliance by Landlord on such representations and warranties, all of which shall survive the termination of the Lease:

5.1 Tenant is a California Corporation validly existing under the laws of the State of California and is the lawful successor-in-interest to MIKE FLIGOR dba Fugazzis. Tenant, by act of its designee, has the power and authority to enter into this First Amendment to continue to lease the Premises under the Lease, as amended hereby.

5.2 To Tenant's actual knowledge, Tenant has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions associated with the Business and the Premises.

5.3 Tenant's execution of this First Amendment and performance hereunder shall not violate any known agreement, option, covenant, condition, obligation or undertaking of Tenant nor, to Tenant's actual knowledge, shall it violate any law, order under statute, ordinance or regulation.

5.4 Tenant does not have the right to use the conference/event room located adjacent to the Common Areas in exchange for payment of the Fixed Rent; use of said conference/event room being subject to a separate agreement between Tenant and Landlord.

5.5 TENANT RETAINS POSSESSION OF THE PREMISES AND CONTINUES TO LEASE THE PREMISES SOLELY AN "**AS IS**" BASIS, WITH NO OBLIGATION BY LANDLORD TO UNDERTAKE ANY CONSTRUCTION OF OR IMPROVEMENT TO THE PREMISES, UNLESS OTHERWISE REQUIRED BY LAW OR THE LEASE.

In addition to any other indemnification obligation set forth in the Lease, as amended hereby, Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims, demands, liabilities, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements, arising from or related to any material misrepresentation of any representation or warranty set forth hereinabove.

6. Governing Law. This First Amendment shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either Party with regard to any provision of or obligation arising under this First Amendment shall be in Fresno, California. If any action of law or inequity, including an action for declaratory relief, results or is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to actual attorney's fees and cost of collection or enforcement of the judgment received by the prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

7. Entire Agreement. This First Amendment constitutes the final, complete and exclusive statement between the Parties pertaining to the terms of Landlord's consent to the First Amendment, supersedes all prior and contemporaneous understandings or agreements of the Parties, 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 First Amendment by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this First Amendment. Any agreement made after the date of this First Amendment is ineffective to modify, waive, or terminate this First Amendment, in whole or in part, unless that agreement is in writing, is signed by the Parties, and specifically states that agreement modifies this First Amendment. In the event any provision of the Lease and this First Amendment are inconsistent, this First Amendment shall control.

8. Notices. After the First Amendment Effective Date, any notices required under the Lease shall be sent to Tenant and Landlord at the following addresses pursuant to the notice requirements of the Lease:

Tenant: R&L Perez, Inc., dba Fugazzis
Attn: Ray Perez
1441 E Prosperity Ave.
Tulare, CA 93274

Landlord: Tulare Local Healthcare District
Attn: Randy Dodd, CEO
P.O. Box 1136
Tulare, CA 93275

9. Costs and Expenses. The Parties agree that each Party will bear its own costs and expenses, including, without limitation, any legal and administrative fees, incurred by such Party in connection with the negotiation, preparation, execution and delivery of this First Amendment and any other documents to be delivered in connection herewith on the First Amendment Effective Date or after such date.

10. Waiver. Except as explicitly stated herein, nothing contained in this First Amendment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Lease.

11. Construction of First Amendment. The terms of this First Amendment have been negotiated by the Parties and the language used in this First Amendment shall be deemed to be the language chosen by the Parties to express their mutual intent. This First Amendment shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the First Amendment. No rule of strict construction will be applied against any person or Party.

12. Signatory Warranty. Each person executing this First Amendment represents and warrants that such person is duly authorized to do so on behalf of the Party for whom the person signs this First Amendment.

13. Successors and Assigns. The Parties' rights and obligations under this First Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

14. Severability. If any term or provision of this First Amendment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this First Amendment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this First Amendment. If any provision or part thereof of this First Amendment is stricken in accordance with the provisions of this paragraph, then this stricken provision shall be replaced, to the extent possible,

with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

15. Cumulative Rights. Each right, remedy and power hereby granted to Landlord or allowed it by applicable law (or in equity) or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord at any time or from time to time.

16. Survival. Each provision of this First Amendment which is intended by its terms to survive this First Amendment shall survive termination of this First Amendment whether or not such provision explicitly references survival.

17. Signatures/Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same First Amendment. For purposes of this First Amendment, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment, to be effective as of the First Amendment Effective Date.

“Landlord”

TULARE LOCAL HEALTHCARE DISTRICT,
dba TULARE REGIONAL MEDICAL CENTER

By: _____
Name: Kevin Northcraft
Its: President of the Board

Date: _____

“Tenant”

Date: _____

EXHIBIT A

Existing Lease

[to be attached after this page]