

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement (“**Second Amendment**”) is made and entered into a of _____, 2024 by and between Ferry Landing Associates, LLC, a California limited liability company (“**Sublessor**”). and Island Times, LLC, a California limited liability company (“**Sublessee**”).

RECITALS

WHEREAS, Sublessor and Sublessee entered into that certain Sublease Agreement dated as of July 12, 2023 (as amended by that certain First Amendment to Sublease dated July 31, 2024, the “**Sublease**”); and

WHEREAS, as part of obtaining the District’s consent to the Sublease, the District is requiring certain amendments to the Sublease, as set forth in this Second Amendment.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and confessed, and as a condition to obtaining the District’s consent to the Sublease, Sublessor and Sublessee hereby covenant and agree as follows:

1. **Defined Terms.** All terms used in this Second Amendment which are not otherwise defined in this Second Amendment are used with the same meaning attributed to such terms in the Sublease. For purposes of the Sublease (as amended and/or modified), the “**Master Lease**” shall refer to that certain Lease between the District and Sublessor dated October 21, 1997 and filed in the Office of the District Clerk as Document No. 36616, as amended by that certain Agreement for Amendment of Lease Amendment No. 1 dated October 9, 2001 and filed in the Office of the District Clerk as Document No. 42938, that certain Agreement for Amendment of Lease Amendment No. 2 dated July 12, 2005 and filed in the Office of the District Clerk as Document No. 49282, that certain Agreement for Amendment of Lease Amendment of Lease No. 3 dated July 2, 2008 and filed in the Office of the District Clerk as Document No. 53657, that certain Agreement for Amendment of Lease Amendment No. 4 dated September 1, 2016 and filed in the Office of the District Clerk as Document No. 65563, and as further amended or modified. In the event that the Master Lease is amended and restated, then “**Master Lease**” as used in this Sublease shall mean such Master Lease as amended and restated.

2. **Additional Terms.** The Sublease is amended to include the following terms:

a. Sublessor and Sublessee acknowledge and agree that Sublessor’s rights to the Premises are pursuant to the Master Lease. Sublessor and Sublessee both acknowledge and agree that notwithstanding anything to the contrary stated or implied in the Sublease (as amended and/or modified), the Sublease shall at all times be subject and subordinate, in all respects, to the Master Lease, and the Sublease is a sublease being created under the authority of the Master Lease, the terms of which shall be incorporated into the Sublease.

b. In no event shall Sublessee have any rights under the Sublease which have not been granted to Sublessor under the Master Lease nor may Sublessee take any action under the Sublease that would violate any term, provisions, requirement, or condition of the Master Lease. Sublessor and Sublessee acknowledge and agree that nothing contained in the Sublease shall in any way amend or modify any of the rights and obligations of District and Sublessor under, nor be used in the interpretation of any provision of, the Master Lease, including, but not limited to, those provisions governing approvals of any modifications and/or alterations to the Premises. Nothing in the Sublease (as amended and/or modified) is

to be construed as an approval by the District of any project described or set forth in the terms of the Sublease and District retains all discretion under the Master Lease to approve, disapprove, and/or condition its approval on any proposed modifications and/or alterations of the Premises proposed by Sublessor and/or Sublessee.

c. Sublessor and Sublessee understand and agree that nothing contained in the Sublease shall be binding on or enforceable against District, nor will District incur any liability arising out of or relating to the Sublease and Sublessor and Sublessee hereby release and agree to jointly and severally indemnify and hold District harmless from and against any litigation, claim, action, proceeding, loss, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, or relating to, the Sublease.

d. Sublessee agrees, that if the Master Lease terminates, or if District succeeds to Sublessor's estate in the Premises, Sublessee shall, at the option of District (in District's sole and absolute discretion), attorn to and recognize District as Sublessee's Sublessor under the Sublease, provided that District shall not: (i) be liable for any act or omission or negligence of Sublessor; (ii) be subject to any counterclaim, offset, or defense which theretofore accrued to such Sublessee against Sublessor; (iii) be bound by any payment of rent or other sums of money for more than one (1) month in advance or any security deposit (unless actually received by District); (iv) be obligated to perform any work in the Premises under the Sublease; (v) in the event of a casualty, be obligated to repair or restore any improvements or make any payment to Sublessee; (vi) in the event of a taking, be obligated to repair or restore any improvements or make any payment to Sublessee; or (vii) be bound by any obligations that District lacks the capacity to perform. Sublessee shall promptly execute and deliver any instrument District may reasonably request to evidence such attornment.

e. Sublessee agrees to make all payments of rent and other sums of money due under the Sublease to District during the existence of a default under the Master Lease and following written notice of the same from District, and District shall apply said payments made to all rent that is due and payable to District pursuant to the Master Lease, and any remaining amounts will be held and applied to future rent payable under this Master Lease.

f. In the event of a conflict between the terms of this Section 2 of this Second Amendment and the other terms of the Sublease (as amended), the terms of this Section 2 shall control.

3. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Second Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Second Amendment and of signature pages by electronic mail transmission (e.g., in .PDF format) will constitute effective execution and delivery of this Second Amendment as to the parties and may be used in lieu of the original copy for all purposes. Signatures of the parties transmitted by electronic mail (e.g., in .PDF format) will be deemed to be their original signatures for any purpose whatsoever. Without limiting the foregoing, the words "execution," "execute," "signed," "signature," and words of like import in or related to this Second Amendment shall be deemed to include electronic signatures (e.g., through DocuSign© or other similar electronic e-signature application), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. **Sublease in Effect.** Sublessor and Sublessee hereby agree that the Sublease, as hereby amended, remains in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Second Amendment to Sublease as of the date set forth above.

SUBLESSOR:

FERRY LANDING ASSOCIATES, LLC,
a California limited liability company

By: _____

Name: Arthur E. Engel

Title: Managing Member

SUBLESSEE:

ISLAND TIMES, LLC,
a California limited liability company

By: _____

Name: Brendan Huffman

Title: Managing Member