

AMENDMENT NO. 1**FIRST AMENDMENT TO SUBLEASE**

This First Amendment to Sublease (this "**Amendment**"), dated July 23, 2019, (the "**Effective Date**") is executed by LFS DEVELOPMENT, LLC, a Delaware limited liability company ("**Landlord**") and STOIC HOLDINGS, INC., a California corporation ("**Tenant**").

RECITALS

- A. Landlord and Tenant entered into a Sublease Agreement (the "**Lease**") dated April 12, 2017 for the premises (the "**Premises**") located at 901 Bayfront Court, Suite 1900, San Diego, California.
- B. Landlord and Tenant desire to amend the Lease to extend the abatement in Base Rent, confirm the Lease Term dates and Base Rent payable and otherwise amend the Lease as set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** Paragraph 3.1 of the Lease is deleted in its entirety and replaced with the following:
The term of this Lease shall be for the period ("**Term**") commencing January 15, 2019 ("**Commencement Date**") and ending on June 30, 2029 unless sooner terminated as provided herein. The first Lease Year shall be the period from the Commencement Date through January 31, 2020 and subsequent Lease Years shall commence on February 1 of each year.
2. **Delivery Date.** The Delivery Date as defined in Paragraph 3.2 is July 19, 2018.
3. **Base Rent.** The Base Rent table set forth in Paragraph 4.1 is deleted in its entirety and replaced with the following:

Period	Base Rent Monthly
1/15/2019 – 1/31/2020	\$24,114.58
2/1/2020 – 1/31/2021	\$23,752.86
2/1/2021 – 1/31/2022	\$23,396.57
2/1/2022 – 1/31/2023	\$23,045.62
2/1/2023 – 1/31/2024	\$22,699.94
2/1/2024 – 1/31/2025	\$22,359.44
2/1/2025 – 1/31/2026	\$22,024.04
2/1/2026 – 1/31/2027	\$21,693.68
2/1/2027 – 1/31/2028	\$21,368.28
2/1/2028 – 1/31/2029	\$21,047.75
2/1/2029 – 6/30/2029	\$20,732.04

4. **Base Rent Abatement.** Notwithstanding anything to the contrary in the Lease, Tenant shall continue to pay Base Rent for the Premises in accordance with the terms and conditions of the Lease. Provided that Tenant is not in default of Lease, Tenant shall be entitled to a temporary

abatement of Base Rent in the amount one hundred percent (100%) of Base Rent then due for the period commencing January 15, 2019 and ending on November 30th, 2019. Notwithstanding the foregoing, if (a) any Rent payment is paid later than five (5) days after the due date therefore, or (b) Tenant is in default at any time during the Term beyond any applicable cure or notice period, the abated Base Rent set forth above shall become due and payable by Tenant to Landlord immediately upon request.

5. Valet Service. In the event Landlord institutes a valet service on Broadway Avenue adjacent to the Project, Tenant agrees the unamortized portion of the Base Rent Abatement will become due and payable to Landlord in the amount of One Thousand Nineteen Dollars and Seventy Cents (\$1,019.70) per month for the remainder of the Term beginning in the first month following the date that Landlord receives approval from the local governmental authorities to operate a valet drop off on Broadway.
6. Exhibit E The attached Exhibit marked Exhibit E shall be the Exhibit referenced in the Lease as Exhibit E in all instances. **[NEED TO ATTACH FROM STOIC...]**
7. Trade Name. The Trade Name referenced in Paragraph 5.1 shall be [REDACTED]
8. Construction Allowance. The Construction Allowance in Paragraph 8 of Exhibit C is reduced from \$1,200,000.00 to \$1,108,709.09
9. Release.

In consideration of Landlord's agreement set forth in this Amendment, Tenant represents that Landlord has not failed to perform, and is not in any respect in default in the performance of, any of its obligations under the Lease, and Tenant irrevocably and unconditionally releases and discharges Landlord and Landlord's officers, directors, members, managers, employees, agents, and representatives (collectively, "Landlord Parties") from any and all claims, actions, causes of action, rights, demands, debts, obligations, damages, liabilities, judgments or losses of any kind whatsoever that Tenant has or may have against Landlord and/or any and all Landlord Parties arising out of or connected with any acts or omissions on the part of Landlord and/or any and all Landlord Parties occurring on or before the date of this Amendment including, without limitation, matters related to the negotiation and execution of the Lease, the administration of the Lease, and the leasing, operation, management or promotion of the Property. In connection with the foregoing, Tenant hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IT IS UNDERSTOOD BY TENANT THAT IF THE FACTS OR LAW WITH RESPECT TO WHICH THE FOREGOING RELEASE IS GIVEN HEREAFTER TURN OUT TO BE OTHER THAN OR DIFFERENT FROM THE FACTS OR LAW IN THAT CONNECTION NOT KNOWN TO BE OR BELIEVED BY TENANT TO BE TRUE, THEN TENANT HEREBY EXPRESSLY ASSUMES THE RISK OF THE FACTS OR LAW TURNING OUT TO BE SO DIFFERENT, AND AGREES THAT THE FOREGOING RELEASE SHALL BE IN ALL RESPECTS EFFECTIVE AND NOT SUBJECT TO TERMINATION OR RESCISSION BASED UPON SUCH DIFFERENCES IN FACT OR LAW.

10. General.

A. EFFECT OF AMENDMENTS. Except to the extent the Lease is modified by this Amendment, the remaining terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

B. ENTIRE AGREEMENT. This Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

C. COUNTERPARTS; DIGITAL SIGNATURES. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this Amendment, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.

D. DEFINED TERMS. All words commencing with initial capital letters in this Amendment and not defined in this Amendment, but defined in the Lease, shall have the same meaning in this Amendment as in the Lease.

E. AUTHORITY. Each individual executing this Amendment on behalf of a partnership, corporation or limited liability company represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the subject corporation, partnership or limited liability company and agrees to deliver evidence of his or her authority to Landlord upon request by Landlord.

F. ATTORNEYS' FEES. In the event that either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Amendment or the Lease or any default thereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party for its actual attorneys' fees, and all fees, costs and expenses incurred in connection with such action or proceeding including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal or in collection of any judgment.

G. LIMITATION OF ACTIONS. Any claim, demand, cause of action or defense of any kind by Tenant which is based on or arises in connection with this Amendment, the negotiations prior to its execution, or any asserted statement, representation, arrangement, agreement or understanding between Landlord and Tenant which is not expressly stated in this Amendment shall be barred unless Tenant commences an action thereon, or interposes in a legal proceeding a defense based thereon, within six (6) months after the date of the asserted inaction or omission, or the date of the occurrence of the event or action to which the claim, demand, cause of action or defense relates, whichever applies.

H. NO OFFER INTENDED. Notwithstanding anything to the contrary set forth in this Amendment, the preparation of this Amendment by either Landlord or Tenant, and the submission of same to either party shall not be deemed an offer or acceptance. This Amendment shall be binding upon Landlord and Tenant only upon full execution by, and delivery to, the parties hereto.

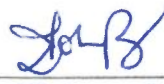
I. DISTRICT'S APPROVAL. Tenant acknowledges the rights and obligations of the parties under this Amendment are subject to District's prior approval of this executed Amendment and of Tenant as a sublessee. Following execution of this Amendment, Landlord shall request and use its reasonable best efforts to obtain District's approval of this Amendment. Landlord shall pay all costs and fees charged by District to Landlord and/or Tenant for processing this Amendment. If for any reason District consent is not obtained, Landlord and Tenant agree to make such modifications to this Amendment as District may reasonably request in order to obtain District's consent; provided, however, should the requested modifications be unreasonable in the opinion of either Landlord or Tenant, or if District is otherwise unwilling to grant its consent, this Amendment shall be of no further force or effect, and no obligation shall have been incurred by either Landlord or Tenant. Tenant expressly agrees that all rights under this

Amendment shall be subject and subordinate to the terms, covenants, and conditions of the Master Lease and any amendments thereto and all prior exceptions, reservations, restrictions, easements, rights-of-way, licenses and other matters of record now existing which affect the Premises or the Project in any manner.

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


Landlord

LFS DEVELOPMENT, LLC, a Delaware limited liability company

By: 
Name: John C. Portman IV
Title: Authorized Signatory

Tenant

STOIC HOLDINGS, INC. a California corporation

By: 
Afsalun Tafazoli, President