



June 18, 2024

Mr. Jason Low
Donut Star, Inc.
DBA Star / Star Wok Express
15215 Barranca Parkway, Suite 600
Irvine, CA 92618

Subject: Second Letter Amendment to Contract 8418; Donut Star, Inc., DBA Star / Star Wok Express

Dear Mr. Low:

On July 1, 2014, the City of Irvine ("City") and Donut Star, Inc, DBA Star / Star Wok Express ("Star Wok Express") entered into that certain Lease Agreement referred to as Contract Number 8418 (the "Original Lease"). The Original Lease was initially set to expire on June 30, 2019.

By letter amendment dated July 8, 2019 ("First Letter Amendment"), the City and Star Wok Express mutually agreed to extend the Expiration Date of the Original Lease (as defined therein), to June 30, 2020 at a monthly rent of \$4,361.12 commencing on July 1, 2019. The Original Lease as amended by the First Letter Agreement is herein referred to as the "Lease." City and Star Wok Express agree that following June 30, 2020, the City and Star Wok Express continued to operate as though the Lease were still in effect notwithstanding Section 1.6 of the Lease. The City and Star Wok Express agreed to increase the monthly rent to \$4,448.34 on July 1, 2022 and then again to \$4,537.31 on July 1, 2023.

The City and Star Wok Express now hereby mutually agree to extend the Expiration Date of the Lease (as defined therein) to August 31, 2024 at a monthly rent of \$4,537.31 ("Second Letter Agreement). Accordingly, the parties agree to revise Section 1.2 of the Lease to reflect the extended term, to revise Section 1.3 of the Lease to reflect extension beyond the originally contemplated extension term, and Subsection 2.2.1 of the Lease to reflect the updated monthly rent amounts:

Section 1.2 of the Lease is hereby revised to read in its entirety as follows:

1.2 Original Lease Term. Subject to the termination provisions of Section Nine below, the Lease shall commence on July 1, 2024 (hereinafter the "Commencement Date") and

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shall continue to and terminate at 11:59 P.M. local time on August 31, 2024 (hereinafter the "Expiration Date.")

Section 1.3 of the Lease is hereby revised to read in its entirety as follows:

1.3 Intentionally Omitted.

Subsection 2.2.1 of the Lease is hereby revised to read in its entirety as follows:

2.2.1 Commencing July 1, 2014, Lessee shall pay as rent to Lessor the sums set forth below for each calendar month of the year during the term of this Lease on the first day of each calendar month:

July 1, 2014 – June 30, 2015 \$3950.00

July 1, 2015 – June 30, 2016 \$4029.00

July 1, 2016 – June 30, 2017 \$4109.58

July 1, 2017 – June 30, 2018 \$4191.77

July 1, 2018 – June 30, 2019 \$4275.61

July 1, 2019 – June 30, 2022 \$4361.12

July 1, 2022 – June 30, 2023 \$4448.34

July 1, 2023 – August 31, 2024 \$4537.31

All existing Lease provisions shall remain in full force and effect, except that in the event of any conflict or inconsistency between the terms and conditions of the Lease and those of this Second Letter Amendment, the terms and conditions of this Second Letter Amendment shall prevail.

The City and Star Wok Express agree that nothing contained herein waives any rights the City has at law, in equity, or under the Lease, including the right to collect holdover rent for any occupancy of the Premises (as defined in the Lease) which extends past the end of the Lease term.

The City and Star Wok Express agree that their signatures below represent their assent to this Second Letter Amendment.

Thank you in advance for your cooperation with this matter. We look forward to working with you further over the coming year.

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Sincerely,

Oliver Chi

Oliver Chi
City Manager

LESSEE STAR WOK EXPRESS

Jason Low

Jason Low (Jun 26, 2024 16:21 PDT)

Jason Low
Donut Star, Inc.