

LEASE AMENDMENT NO. 2

PREMISES 1680 Viking Street, Suite 102, Alameda, CA
consisting of approximately 43,355 square feet

LANDLORD: CITY OF ALAMEDA, a charter city and municipal
corporation

TENANT: WILLIAMS-SONOMA INC., a Delaware
corporation acting for and on behalf of
WILLIAMS-SONOMA STORES

LEASE DATE: January __, 2017 (undated) and executed on or
about March 16, 2017

This Amendment No. 2 to the Lease ("Amendment"), is dated as of April 19, 2021 for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), and WILLIAMS-SONOMA, INC., a Delaware corporation acting for and on behalf of WILLIAMS-SONOMA STORES, INC., a California corporation ("Tenant").

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and of their mutual covenants contained herein, the parties hereby agree as follows:

1. Background.

A. Landlord and Tenant entered into that certain Lease Agreement dated January __, 2017 (undated) and executed on or about March 16, 2017, and amended by that Amendment No. 1 dated September 10, 2020 (as amended, the "Lease"), whereby Tenant leased from Landlord certain premises described therein and referred to as 1680 Viking Street, Suite 102, Alameda, CA, consisting of approximately 43,355 square feet (the "Premises").

B. The Expiration Date of the Lease is April 30, 2021. Landlord and Tenant have agreed to extend the Lease Term for a period of twelve (12) months on the same terms and conditions as set forth in the Lease, except as otherwise set forth herein.

C. Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease. This Amendment shall be effective upon the last date set forth below the parties' signatures.

2. Term. The term of the Lease is hereby extended for an additional twelve (12) months ("Extension Term") commencing on May 1, 2021 ("Extension Commencement Date") and terminating on April 30, 2022.

3. Option to Extend. Subject to approval by, and at the sole and absolute discretion of, the City Manager for the City of Alameda, Tenant shall have the option to extend the term of this Lease for one (1) additional twelve (12) month period. Tenant shall provide Landlord with a notice of exercise of option no later than sixty (60) days prior to the expiration of the Extension Term.

4. Base Rent. Effective as of the Extension Commencement Date, the monthly installment of Base Rent for the Premises through the end of the Extension Term shall be \$21,677.50 per month.

5. Security Deposit. Landlord and Tenant acknowledge an existing Security Deposit of \$21,677.50 is currently being held by Landlord pursuant to the Lease.

6. Signage. Tenant shall be permitted to maintain its existing identify signage on the exterior of the Premises in accordance with the terms of the Lease.

7. Parking. Parking, as amended by Amendment No. 1, remains within the Primary Parking Area as depicted on Exhibit A-1 of the Lease.

8. Delivery of Possession. Tenant hereby agrees that the Premises shall continue to be leased in its "AS-IS" condition, and Landlord shall have no obligation to make any repairs or modifications to the Premises, except for its regular ongoing maintenance and repair obligations as expressly set forth in the Lease. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the Premises, including, without limitation, its suitability for Tenant's proposed use.

9. City's Authority. Tenant further acknowledges Landlord is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing or restricting the City of Alameda in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with any Laws or applicable requirements.

10. Brokers. Landlord is represented by Cushman and Wakefield (Theodore J. Anderson) ("Landlord's Broker"), in connection with the transactions contemplated in this Amendment. Landlord and Tenant hereby acknowledge that leasing commissions shall be paid per separate agreements with Landlord's Broker and Tenant's Broker. Tenant and Landlord each represent and warrant to each other that no other broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Amendment. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Section 9. The provisions of this Section 9 shall survive the termination of the Lease.

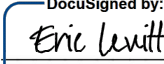
11. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

12. This Amendment may be signed by electronic signature and any such electronic signature shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: 
Eric J. Levitt
City Manager

Date: 4/19/2021

TENANT:

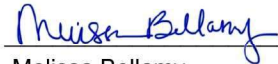
WILLIAMS-SONOMA, INC.,
a Delaware corporation, acting for and on
behalf of WILLIAMS-SONOMA STORES,
INC., a California corporation

By: 
Name: Marc Panzer
Title: Senior Vice President, Real Estate

Date: 3/16/21

Recommended for Approval

By: 
Lisa Maxwell
Interim Community Development
Director

By: 
Name: Melissa Bellamy
Title: Vice President, Real Estate

Date: 3/16/21

Approved as to Form

By: 
J. Aaron Duffy
Staff Attorney