

## FIRST AMENDMENT TO LEASE AGREEMENT

PREMISES: 2319 Central Avenue, Alameda, CA 94501, consisting of approximately 1,850 square feet square feet

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

TENANT: Play House, LLC., dba Director's Cut

LEASE DATE: May 8, 2018 and executed on or about February 27, 2018 (Tenant), May 8, 2018 (Landlord)

This First Amendment to the Lease Agreement ("First Amendment"), is dated as of October \_\_\_, 2023 for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), and Project Burger, LLC. 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 May 8, 2018, for a certain premise described therein and referred to as 2319 Central Avenue, Alameda, CA 94501, consisting of approximately 1,850 square feet square feet of rentable space (the "Premises").

B. The Expiration Date of the Lease is May 31, 2028.

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

2. Term. The term of the Lease is hereby amended to terminate on October 31, 2024<sup>45</sup> unless 1) 1) upon the Tenant's submits a written request and with to Landlord by August 31, 2024, for a one-year extension of the Lease consistent with this First Amendment and 2) the CityLandlord, in its sole and complete discretion and with four affirmative votes from its City Council, approves said extension. consenting to a one-year extension option consistent with this First Amendment

Notwithstanding the foregoing, Landlord may terminate the Lease ; or 2) terminated earlier prior to October 31, 2024 or any later-extended termination by the Landlord pursuant to the following provisions:

A. Within six (6) months of the effective date, Tenant shall provide Landlord with a written statement providing evidence that Tenant has been able to: a) Maintain a minimum of 36 operating hours per week; b) Maintain a minimum of 6 days of service per week, c) Maintain consistent and regular service consistent with the following schedule:

Tuesday, Wednesday and Thursday open for service from 3 pm to 8 pm; Friday and Saturday open for service from 12 pm to 11 pm, and provide service from 11 am to 4 pm on Sundays; and d) Add staff to support the restaurant operations and enable the Tenant to expand the operating hours to include six (6) additional hours of service to provide for lunch hour service on at least two weekdays per week.

B. If Landlord determines at six months that Tenant has failed to provide the six-month statement, failed to maintain regular and consistent operating hours, or failed to add support staff, Landlord may terminate lease and immediately begin marketing the property for a new tenant.

C. Within 12 months of effective date of this amendment, Tenant shall provide a written statement providing evidence that Tenant has been able to: a) Maintain a minimum of 42 operating hours per week, and b) Maintain consistent and regular lunch service hours at least five (5) days per week and dinner service at least four (4) days per week.

~~D. If Landlord determines at 12 months that Tenant has failed to provide the 12-month statement or failed to provide the minimum service hours, Landlord may terminate the lease and immediately begin marketing the property for a new tenant.~~

3. Base Rent. Base Rent for the two-year term of this lease shall be as follows:

| Base Rent | Months   | Monthly Base Rent |
|-----------|--|-------------------|
|           | 1-12   | \$5,530           |
|           | 13-24 <u>(if properly exercised and approved by the City Council as set forth above)</u> | \$5,690           |

4. Prior Outstanding Rent. Upon execution of this amendment, Tenant is relieved of all obligation to pay outstanding rent for period preceding execution of this amendment.

6. 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 Second Amendment may be executed in one or more counterparts.

7. Electronic Signature. This Second 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

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

TENANT: Play House, a limited liability  
company

By: \_\_\_\_\_  
Jennifer Ott, City Manager

By: \_\_\_\_\_  
Name: Husam Haddad

Approved as to Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Len Aslanian, Assistant City Attorney

Recommended for Approval

By: \_\_\_\_\_  
Abby Thorne-Lyman, Base Reuse and  
Economic Development Director