

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") dated effective as of April \_\_, 2019 ("**Effective Date**") is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("**City**" or "**Landlord**") and ADVANCED ROOFING SERVICES, INC., a California corporation ("**Tenant**"), with reference to the following:

### RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of October 1, 2014 ("**Original Lease**") whereby Tenant leased from Landlord certain premises located at the former Naval Air Station Alameda, comprised of Building 612 located at 1450 Viking Street, Alameda, California (the "**Premises**"), together with appurtenant parking privileges and use of Common Areas, as more particularly described in the Lease; and

B. WHEREAS, Landlord and Tenant entered into a First Amendment to Lease dated as of February 28, 2017 ("**First Amendment**"), whereby, among other things, the Lease was extended twenty-four (24) months. The Original Lease, as amended by the First Amendment is referred to herein as the "**Lease.**"

C. WHEREAS, Landlord and Tenant desire by this Second Amendment to amend the Lease to, among other things, extend the Term for an additional twenty-four (24) month period.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

### AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein as though set forth in full herein.

2. Extension of Term. The Renewal Term of the Lease, as described in the First Amendment, expires on May 31, 2019. Accordingly, the "**Second Extension Term**" shall commence June 1, 2019 and shall terminate on May 31, 2021 ("**Second Extension Term Expiration Date**"), unless sooner terminated in accordance with the terms and conditions of the Lease.

3. Monthly Base Rent for Second Extension Term. The schedule for Monthly Base Rent for during the Second Extension Term shall be:

Base Rent	Months	Monthly Base Rent
\$.80 per square foot	06/01/2019-05/31/2020	\$3,200.00

\$ .82 per square foot	06/01/2020-05/31/2021	\$3,295.00
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4. Security Deposit. Landlord currently holds a Security Deposit from Tenant in the amount of \$2,500.00. On or prior to the Effective Date of this Second Amendment, Tenant shall deliver to Landlord an additional sum of \$795.00 such that the total Security Deposit held by Landlord shall be \$3,295.00.

5. Miscellaneous.

(a) This Second Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

(c) In case of any inconsistencies between the provisions of the Lease and this Second Amendment, the provisions of this Second Amendment shall govern and control.

(d) As of the Effective Date of this Second Amendment, Tenant represents and warrants to Landlord that: (a) there are no defaults on the part of Landlord under the Lease and there are no events currently existing (or which the passage of time, giving of notice or both, which would exist) which would be deemed a default of Landlord or which would give Tenant the right to cancel or terminate the Lease, and (b) there are no claims against Landlord, including without limitations, claims of credit, offset or deduction from or against the rent due under the lease.

(e) Capitalized terms used in this Second Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Second Amendment.

(f) Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Second Amendment. Tenant agrees to defend, indemnify and hold Landlord harmless from any and all claims of any brokers claiming to have represented Tenant in this Second Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Second Amendment, other than Cushman & Wakefield.

(g) Landlord agrees to defend, indemnify and hold Tenant harmless from all claims of any brokers claiming to have represented Landlord in connection with this Second Amendment.

(h) If Tenant is a corporation, partnership, trust, association or other entity, Tenant and each person executing this Second Amendment on behalf of Tenant does

hereby covenant and warrant that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of the state or county of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in California, (c) Tenant has full corporate, partnership, trust, association or other power and authority to enter into this Second Amendment and to perform all of Tenant's obligations hereunder and (d) each person (and all of the persons if more than one signs) signing this Second Amendment on behalf of Tenant is duly and validly authorized to do so. At execution hereof and upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

(i) Tenant hereby represents to Landlord that Tenant is currently in compliance with and shall at all times through and including the Second Extension Term Expiration Date remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental actions relating thereto.

(j) This Second Amendment may be executed in multiple counterparts each of which is deemed an original but together constitutes one and the same instrument. This Second Amendment may be transmitted in "pdf" format and each party has the right to rely upon a pdf counterpart of this Second Amendment signed by the other party to the same extent as if such party had received an original counterpart.

*Signatures on following page*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Second Amendment as of the Effective Date set forth above.

**TENANT:**  
ADVANCED ROOFING SERVICES, INC.,  
a California corporation

**LANDLORD:**  
CITY OF ALAMEDA,  
a Municipal Corporation

By:   
Name: DAVE LOPEZ  
Its: owner

\_\_\_\_\_  
Eric J. Levitt  
City Manager

By:   
Name: Lisa Nelson Maxwell  
Its: Administrator

Approved as to Form  
  
Lisa Nelson Maxwell  
Assistant City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (916) 380-5300	<b>FAX (A/C, No):</b> (916) 380-5206														
	<b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Advanced Roofing Services Inc. 1450 Viking Street Alameda, CA 94501		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Associated Industries Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B : Mercury Insurance Group</td> <td>27553</td> </tr> <tr> <td>INSURER C : Tokio Marine Specialty Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER D : State Compensation Ins. Fund</td> <td>35076</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Associated Industries Ins. Co.		INSURER B : Mercury Insurance Group	27553	INSURER C : Tokio Marine Specialty Insurance Company	23850	INSURER D : State Compensation Ins. Fund	35076	INSURER E :		INSURER F :	
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**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	AES1186052	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000039394	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PUB662179	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	9105774-2019	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability additional insured status applies per attached. RE: lease agreement (1450 Viking Street, Alameda, CA 94501)

**CITY OF ALAMEDA**  
Risk Management

*[Signature]*  
Date 4-8-19

**CERTIFICATE HOLDER:** Retia Akil, City Risk Manager

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

City of Alameda  
RiverRock Real Estate Group, Inc.  
950 W. Mall Square  
Ste 239  
Alameda, CA 94501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

✓ **BLANKET ADDITIONAL INSURED –  
WHEN REQUIRED IN WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II – Who is an Insured** is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the “occurrence” of the “bodily injury” or “property damage.”

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” arising solely out of “your work” or “your product” which is imputed to the additional insured.
2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. This insurance does not apply to “bodily injury” or “property damage” arising out of “your work” or “your product” included in the “products-completed operations hazard” unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for “bodily injury” or “property damage” that occurs during the policy period arising out of “your work” or “your product.”
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

**CITY OF ALAMEDA**  
Risk Management  
 Date 4-8-19  
Lucretia Akil, City Risk Manager

✓ **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-8-19  
Lucretia Akil, City Risk Manager



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Third Party:  
All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-8-19  
Lucretia Akil, City Risk Manager



# EVIDENCE OF PROPERTY INSURANCE

JRODRIGUEZ

DATE (MM/DD/YYYY)  
7/19/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678		PHONE (A/C, No, Ext): (916) 380-5300	COMPANY Nationwide Mutual Insurance Co	
FAX (A/C, No): (916) 380-5206	E-MAIL ADDRESS:			
CODE: 26908	SUB CODE:			
AGENCY CUSTOMER ID #: ADVAROO-03				
INSURED Advanced Roofing Services Inc. 1450 Viking Street Alameda, CA 94501		LOAN NUMBER	POLICY NUMBER ACP3007296648	
		EFFECTIVE DATE 7/25/2018	EXPIRATION DATE 7/25/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 1450 Viking Street, Alameda, CA 94501

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE		DEDUCTIBLE
Loc # 1, Bldg # 1							
Business Personal Property, Special (Including theft)					\$32,800		500
Business Income with Extra Expense, Special (Including theft)					\$40,000		0

REMARKS (Including Special Conditions)

**CITY OF ALAMEDA**  
Risk Management  
*Lucretia Akil*  
Date 4-8-19  
Lucretia Akil, City Risk Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS  RiverRock Real Estate Group 950 West Mall Square, Ste 239 Alameda, CA 94501	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Stephan Bender</i>			

California Automobile Insurance Company  
P.O. Box 10730  
Santa Ana, CA 92711-0730  
Customer Service: (800) 503-3724



**BUSINESS AUTO POLICY**  
**ADDITIONAL INSURED Renewal Declarations**  
Effective Date: 03/01/2019

<b>NAMED INSURED:</b> ADVANCED ROOFING SERVICES INC 1450 Viking St Alameda, CA 94501-7578	<b>AGENT:</b> WARREN G BENDER 516 GIBSON DRIVE ROSEVILLE, CA 95678 (916) 380-5300
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SCHEDULE	
<b>Insurance Company:</b>	California Automobile Insurance Company
<b>Policy Number:</b>	BA040000039394
<b>Policy Period:</b>	From: 03/01/2019 to 03/01/2020 at 12:01 AM Standard Time at your mailing address
<b>Additional Insured:</b>	CITY OF ALAMEDA
<b>Address:</b>	C/O RIVERROCK REAL ESTATE 950 W MALL SQUARE, ALAMEDA CA 94501
<b>Endorsements Attached:</b>	CA 20 48 10 13 - Designated Insured

AUTOMOBILE LIABILITY PROVIDED	
<b>Covered Autos:</b>	Symbol 1 - Any "Auto"
<b>Limits of Insurance:</b>	\$1,000,000 CSL

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-8-19  
Lucretia Akil, City Risk Manager