FIRST AMENDMENT TO CONSENT TO SUBLEASE

THIS FIRST AMENDMENT TO CONSENT TO SUBLEASE (this "Amendment") is made effective as of March 26 , 2025 (the "Effective Date") between CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), MATSON NAVIGATION COMPANY, INC. ("Sublandlord" or "Tenant"), and MARY SUSAN UBBELOHDE dba LOISOS + UBBELOHDE ("Subtenant").

Statement of Purpose

- A. Pursuant to that certain Consent to Sublease entered into March 5, 2020, ("Consent Agreement"), Sublandlord is providing to Tenant certain premises located at 1500 Ferry Point Drive, Alameda, CA consisting of approximately 53,785 rentable square feet (the "Premises") within Building 167 (the "Building") together with a license for use of the adjacent Land, all as more particularly set forth in the Consent Agreement.
- B. The parties wish to amend the Consent to Sublease as more particularly provided in this Amendment.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. <u>Capitalized Terms</u>. Unless otherwise specified, all capitalized terms in this First Amendment shall have the meanings ascribed to them in the Sublease.
 - 2. <u>Amendment.</u> The Consent to Sublease is hereby amended to insert Exhibit B, the First Amendment to Sublease, which extends the term of the Sublease to expire on November 25, 2025.
- 3. <u>Terms Not Changed.</u> Unless expressly amended by this Amendment, all of the terms and provisions of the Consent to Sublease remain in full force and effect. If any of the terms and provisions of this Amendment conflict with (or are inconsistent with) any of the terms and provisions of the Consent to Sublease, then the terms and provisions of this First Amendment shall control.
- 4. <u>Binding Agreement Governing Law.</u> This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective successors and assigns. This Amendment shall be governed, construed, and enforced in accordance with the internal laws of the State of California.
- 5. <u>Counterparts</u>; <u>Facsimile</u>. This Amendment may be executed in multiple counterparts, with all counterparts taken together deemed to be one (1) original document. A counterpart executed by facsimile shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

City of Alameda, A municipal corporation

By: Junifur OH Jennife^{§45}Ott^{7E45D243E...} City Manager 3/26/2025

RECOMMENDED FOR APPROVAL

signed by:

Ubigail thorne-lyman
y: 2E1D71136B954F6...

Abigail Thorne-Lyman Base Reuse and Economic Development Director

Approved as to Form:

Docusigned by:

Lex Aslanian

765D25E39B18464...

Len Aslanian Assistant City Attorney **SUBLANDLORD**

MATSON NAVIGATION COMPANY, INC, a Hawaii corporation,

By: John W. Sullivan

Jack Sullivan
Senior Vice President

By: Benedict J. Bowler

Ben Bowler Treasurer

SUBTENANT:

MARY SUSAN UBBELOHDE dba LOISOS + UBBELOHDE

Rv.

Mary Susan Ubbelohde

Owner

Exhibit B

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (this Amendment") is made effective as of 4 March 2025 (the Effective Date") between MATSON NAVIGATION COMPANY, INC. ("Matson"), and MARY SUSAN UBBELOHDE dba LOISOS + UBBELOHDE ("Subtenant").

Statement of Purpose

- A. Pursuant to that certain Sublease entered into January 1, 2020, ("Sublease") and the Consent to Sublease that commenced March 5, 2020, between Matson and Subtenant (the "Consent Agreement"), Matson is providing certain premises located at 1500 Ferry Point Drive, Alameda, CA consisting of approximately 53,785 rentable square feet (the "Premises") within Building 167 (the "Building") together with a license for use of the adjacent Land, all as more particularly set forth in the Consent Agreement.
- B. The parties wish to amend the Sublease as more particularly provided in this Amendment.

For good and valuable consideration. the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. <u>Capitalized Terms</u>. Unless otherwise specified, all capitalized terms in this First Amendment shall have the meanings ascribed to them in the Sublease.
- 2. <u>Amendment.</u> The Sublease is hereby amended to delete section 2.1 and insert the following language below in lieu thereof.
 - 2.1 Term. The term of this amended Sublease shall commence on March 4, 2025, and shall expire November 25, 2025 (the "Extended Term") unless sooner terminated as provided for in the Sublease, the Consent Agreement, or, if earlier, upon the date that the Master Lease is terminated.
- 3. <u>Terms Not Changed.</u> Unless expressly amended by this Amendment, all of the terms and provisions of the Sublease remain in full force and effect. If any of the terms and provisions of this Amendment conflict with (or are inconsistent with) any of the terms and provisions of the Sublease, then the terms and provisions of this First Amendment shall control.
- 4. <u>Term.</u> The term of the Consent Agreement, as amended, expires on November 25, 2025.
- 5. <u>Subject to Consent of Landlord</u>. Any amendment to extend the Sublease is subject to the City of Alameda's approval.
- 6. <u>Binding Agreement Governing Law.</u> This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective successors and assigns. This Amendment shall be governed, construed, and enforced in accordance with the laws of the State where the Premises are located.
 - 7. Counterparts; Facsimile. This Amendment may be executed in multiple counterparts,

with all counterparts taken together deemed to be one (1) original document. A counterpart executed by facsimile shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGE]

IN	WITNESS	WHEREOF,	the parties	have exec	cuted this	Amendmen	t as of the	Effective
Date.								

Approved as to Form:

MATSON:

MATSON NAVIGATION COMPANY, INC.

By: John W. Sullivan Benedict J. Bowler
Print Name: Jack Sullivan Ben Bowler

Title: Senior Vice President

Treasurer

SUBTENANT:

LOISOS + UBBELOHDE

Print Name: Mary Susan Ubbelohde

Title: Principal