

LEASE AMENDMENT NO. 3

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. 3 to the Lease ("Third Amendment"), is dated as of May 9, 2022 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, and that Amendment No. 2 dated April 19, 2021 (as amended, the "Lease"), for 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, 2022. 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 Third Amendment without definition shall have the same meaning given to such terms in the Lease. This Third 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 ("Second Extension Term") commencing on May 1, 2022 ("Second Extension Commencement Date") and terminating on April 30, 2023.

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

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

5. 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.

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. City's Authority. Tenant further acknowledges Landlord is entering into this Third Amendment in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Third Amendment 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.

9. Brokers. Landlord is represented by Cushman and Wakefield (Ted Anderson) ("Landlord's Broker"), in connection with the transactions contemplated in this Third 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 Third 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.

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

11. This Third 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 Third Amendment as of the day and year last set forth below.

LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By:  _____
DocuSigned by:
7631C837BB64495...
Gerry Beaudin
Interim City Manager
Date: 5/9/2022 _____

Approved as to Form


By:  _____
DocuSigned by:
5603710AC04544F...
Assistant City Attorney

Recommended for Approval


By:  _____
DocuSigned by:
03D4CD3886B6458...
Community Development Director

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: SVP Real Estate & Store
Development

Date: 4/13/22 _____

By:  _____
Name: Nicholas Bijur
Title: Vice President, Treasurer

Date: 4/14/22 _____