#### FOURTH AMENDMENT TO LEASE AGREEMENT

PREMISES: 1951 Monarch Street Unit #200, Alameda, CA –

Building 25, consisting of approximately 19,074

square feet

LANDLORD: CITY OF ALAMEDA, a charter city and municipal

corporation

TENANT: ALAMEDA POINT BEVERAGE GROUP, INC. a

California Corporation

LEASE DATE: May 1, 2014 and executed on or about May 1, 2014

(Tenant), July 7, 2014 (Landlord)

This Fourth Amendment to the Lease Agreement ("Fourth Amendment"), is dated as of \_\_\_\_\_\_\_, 2024 for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), and ALAMEDA POINT BEVERAGE GROUP, 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. <u>Background</u>.

- A. Landlord and Tenant entered into that certain Lease Agreement dated May 1, 2014 and amended by a First Amendment to Lease Agreement dated June 15, 2016, that Second Amendment to Lease Agreement dated January 31, 2019 and that Third Amendment to Lease Agreement dated August 2, 2021 (as amended, the "Lease"), for a certain premise described therein and referred to as Building 25, at 1951 Monarch Street Suite #200, Alameda, CA, consisting of approximately 19,074 square feet of rentable space (the "Premises").
- B. The Expiration Date of the Lease is July 31, 2024. Landlord and Tenant have agreed to extend the Lease Term for a period of twenty-five (25) 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 Fourth Amendment without definition shall have the same meaning given to such terms in the Lease. This Fourth Amendment shall be effective upon the last date set forth below the parties' signatures.
- 2. <u>Term.</u> The term of the Lease is hereby extended for an additional twenty-five (25) months ("<u>Extension Term</u>") commencing on August 1, 2024 ("<u>Extension Commencement Date</u>") and terminating on August 31, 2026.

3. <u>Base Rent.</u> Effective as the Extension Commencement Date, the monthly installment of Base Rent for the Premise Shall be paid as follows:

Months: Base Rent:

August 1, 2024 – July 31, 2025 \$14,198.00 per month

August 1, 2025 – August 31, 2026 \$14,907.90 per month

- 4. <u>Security Deposit.</u> Landlord and Tenant acknowledge the previously held Security Deposit had been applied to charges due in April of 2022. Concurrently with the execution of this Amendment, Tenant shall deliver to Landlord a new Security Deposit in the amount of Fourteen Thousand, Nine Hundred and Seven and 90/100ths Dollars (\$14,907.90).
- 5. <u>Termination Rights</u>. During the extended term, Tenant shall have an Option to Terminate this Lease with one hundred and twenty (120) day prior written notification to the Landlord.
- 6. <u>Delivery of Possession</u>. Tenant hereby agrees that the Premise 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. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the Premise, including, without limitation, its suitability for Tenants proposed use.
- 7. <u>Signage</u>. Tenant shall be permitted to maintain its existing identify signage on the exterior of the Premises in accordance with the terms of the Lease.
- 8. <u>City's Authority</u>. Tenant further acknowledges Landlord is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in the 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 Premise in a manner inconsistent with any Laws or applicable requirements.
- 9. Removal of Section #28 of Lease Document. Both Tenant and Landlord agree that section #28 of the lease document dated May 1, 2014 between Tenant and Landlord be deleted and no longer in effect.
- 10. <u>Brokers.</u> Landlord is represented by Cushman and Wakefield (Andrew Schmieder) ("<u>Landlord's Broker</u>"), 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 8. The provisions of this Section 8 shall survive the termination of the Lease.

- 11. <u>Ratification; Miscellaneous</u>. Except as modified by this Fourth 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.
- 12. <u>Electronic Signature</u>. This Fourth 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 Fourth Amendment as of the day and year last set forth below.

LANDLORD: CITY OF ALAMEDA, a charter city and municipal corporat	TENANT: ALAMEDA POINT BEVERAGE GROUP INC., a California Corporation
By:  Jennifer Ott  City Manager	By: Name: Sky Face Title: CEO
Date:	Date: 6/18/2024
Approved as to Form  By:    Docusigned by:	By: Name: Anthony Sloan Title: CFO  Date: 6/18/2024
Recommended for Approval	
By: Abigail Thorne-Lyman Base Reuse and Economic Development Director	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/2024

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 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 PRODUCER: CONTACT NAME: Jack Smith Thimble PHONE FAX (A/C, No, Ext): 855-566-1011 (A/C, No, Ext): F-MAII support@thimble.com ADDRESS: Support@coterieinsurance.com INSURED: INSURER(S) AFFORDING COVERAGE NAIC # Alameda Point Beverage Group INSURER A: Spinnaker Insurance Compan 24376 1951 Monarch St #200 INSURER B: Alameda, CA 94501 INSURER C: INSURER D: INSURER E: INSURER F: COVERAGES **CERTIFICATE NUMBER** REVISON 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 NSF ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE LIMITS .TD ınsd Wvd (MM/DD/YYYY) (MM/DD/YYYY) EACH OCCURRENCE \$1,000,000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED \$50,000 CLAIMS MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) \$5,000 CSB-00128559-00 Х 01/11/2024 01/11/2025 PERSONAL & ADV INJURY \$1,000,000 SENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OF POLICY PROJECT Loc \$2,000,000 AGG Other: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY: (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per NON-OWNED AUTOS HIRED AUTOS ONLY accident) ONLY PROPERTY DAMAGE(Per accident) UMBRELLA LIAB OCCUR EACH OCCURENCE EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTIONS \$ WORKERS COMPENSATION L. EACH ACCIDENT AND EMPLOYERS' LIABILITY ANY PROPIETOR/PARTNER/EXECUTIVE L. DISEASE - EA OFFICE/MEMBER EXCLUDER? N/A EMPLOYEE Mandatory in NH) E.L. DISEASE - POLICY f yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Alameda, Its City Council, boards, commissions, officials, employees and Volunteers. River Rock Real Estate Group, Lincoln Property Company and any other party designated by the city. (as determined in the city's sole discretion) **CERTIFICATE HOLDER** CANCELLATION

C/P Lincoln Property Company 950 West Mall Square, Room 239 Alameda, CA 94501

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** 

David McFarland

City Of Alameda



# **CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)** 01/10/2024

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of	PORTANT: If the certificate holder is an ADDITIONAL INS the policy, certain policies may require an endorsement.											
(s). PRODUCER:						CONTACT NAME:						
Jack Smith												
Thimble						PHONE   FAX   (A/C, No, Ext):   (A/C, No, Ext):						
	and Othingh Is and				E-MA							
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				CSB-00128559-				` ' '	\$5,000			
Α		Х		CSB-00120559-00		01/11/2024	01/11/2025	PERSONAL & ADV INJURY				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000			
	X POLICY PROJECT LOC Other:							PRODUCTS - COMP/OP AGG	\$2,000,000			
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	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per person)	\$			
	OWNED AUTOS ONLY  HIRED AUTOS ONLY  NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$			
								PROPERTY DAMAGE(Per accident)	\$			
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
	DED RETENTIONS \$				_							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$			
	ANY PROPIETOR/PARTNER/EXECUTIVE Y/N	N/A						E.L. DISEASE - EA EMPLOYEE	\$			
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - POLICY LIMIT	\$			
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City	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (/r r of Alameda, Its City Council, boards, commissions, officia ignated by the city. (as determined in the city's sole discre	als, e	mploy	*					any other party			
	RTIFICATE HOLDER				CAN	CELLATION						
City Of Alameda C/P Lincoln Property Company 950 West Mall Square, Room						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	239			•	Α	UTHORIZED REPR	ESENTATIVE					
Alameda, CA 94501						RAFEL						
				David McFarland								



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2024

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).

thi	is certificate does not confer rights to the				uch endorsement	(s).	1.5			tement on	
Progressive Insurance					CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing						
	3ox 94739, Cleveland, OH 44101			PHONE (A/C, No, Ext): 1-800-444-4487 (A/C, No):							
					ADDRESS: progressi	vecommercial(	@email.progressive	e.com			
					INSUI	RER(S) AFFORD	ING COVERAGE		1	NAIC#	
			INSURER A : Progres	ssive Express I	nsurance Compan	у		10193			
INSI	URED				INSURER B:						
	MEDA POINT BEVERAGE GROUP DBA:				INSURER C :						
	Beverage 1 Monarch St. #200				INSURER D :						
	neda, CA 94501				INSURER E :						
	to Communication Construction Contracts				INSURER F:						
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Α	See ACORD 101 for additional coverage details.	N	N	975506554	12/07/2023	06/07/2024	5				
City	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES of Alameda, Its City Council, boards, commissions, officials, emp nated by the city. (as determined in the city's sole discretion)										
CER	RTIFICATE HOLDER			-	CANCELLATION						
	City Of Alameda C/P Lincoln Property Company 950 West Mall Square, Room 2			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	Alameda, CA 94501				AUTHORIZED REPRESENTATIVE  Mark Part						

AGENCY CUSTOMER ID:	
LOC #:	



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED  ALAMEDA POINT BEVERAGE GROUP DBA: Brix Beverage  1214 Peach St Alameda, CA 94501				
Progressive Insurance						
POLICY NUMBER						
975506554		Mailieua, UA 34301				
CARRIER	NAIC CODE					
Progressive Express Insurance Company	10193	EFFECTIVE DATE: 12/07/2023				

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SO	CHEDIU E TO ACORD FORM
	Certificate of Liability Insurance
TORM NOMBER, SEE TORM TITLE.	
Additional Coverages	
Insurance coverage(s) Uninsured/Underinsured Motorist	Limits \$1,000,000 Combined Single Limit
Description of Location/Vehicles/Sp	pecial Items
Scheduled autos only 2017 MERCEDES-BENZ METRIS WD3PC	32FA7H3208761
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2017 MERCEDES-BENZ METRIS WD3PC	32EA8H3209479
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2018 FORD TRANSIT CONNECT NM0LS	6E71J1347796
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2018 FORD F250 1FDBF2A63JED06728	
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2017 FORD C-MAX 1FADP5EU0HL11828	31
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2023 FORD TRANSIT 1FTBR1C89PKB65	386
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded
2022 MERCEDES-BENZ METRIS W1YV0	BEY9N4162186
Comprehensive	\$3,500 Ded
Collision	\$3,500 Ded

Liability coverage may not apply to all scheduled vehicles.

**EMBROKER** 

# ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to				ıch end	dorsement(s		equire an endorsement	. A sta	atement on		
PRO	DUCER				CONTACT NAME: Julie Noonan							
	Embroker Insurance Services LLC	#100	:1		PHONE (A/C, No	o, Ext): (84	44) 436-2765	FAX (A/C, No):				
5214F Diamond Heights Blvd. Unit #1261 San Francisco, CA, 94131							rtificates@en					
Jan randsco, OA, 34131							SURER(S) AFFOR	DING COVERAGE		NAIC#		
						RA: SECU	URITY NATL	INS CO		19879		
INSU	RED				INSURE	RB:						
	Alameda Point Beverage Group				INSURER C:							
	1951 Monarch St HANGAR 200				INSURE							
	Alameda, CA, 94501				INSURE	RE:						
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				NUMBER: 497879ec-c7				REVISION NUMBER:	IE BOI	IOV DEDICE		
IN CI	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		ADDL	SUBR		DELIVI	POLICY EFF (MM/DD/YYYY)		LIMIT	<u> </u>			
LIR	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MIM/UU/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	\$			
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
	SET WITH SET SET SECOND							MED EXP (Any one person)	\$			
								PERSONAL & ADV INJURY	\$			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$			
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$			
	OTHER:								\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	ANY AUTO							BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS						,	\$				
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$			
									\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
	DED RETENTION \$ WORKERS COMPENSATION							V PFR OTH-	\$			
	AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER	. 1.00	0.000		
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		SWC1470931		01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 1,000,000			
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	4 000 000			
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000		
C	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL tty of Alameda, Its City Council, boards, con signated by the city. (as determined in the c	nmiss	ions,	officials, employees and Volu					and an	y other party		
CEI	RTIFICATE HOLDER			CANCELLATION								
City Of Alameda C/P Lincoln Property Company 950 West Mall Square, Room 239				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
Alameda, CA 94501						AUTHORIZED REPRESENTATIVE						