

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") dated for reference purposes only as of February 28, 2017 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 for reference purposes as August 2014 (the "**Original Lease**") whereby Tenant leased from Landlord certain premises located at 1450 Viking Street, Building 612, Alameda, California consisting of approximately 4,000 rentable square feet (the "**Original Lease**") together with appurtenant parking privileges, and a license to use adjacent Land, all as more particularly described in the Original Lease; and

B. WHEREAS, the Term of the Original Lease expires on April 30, 2017 but Landlord has agreed to extend the Term upon the terms and conditions set forth herein.

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. Effective Date. The Effective Date of this First Amendment shall be one (1) day after this First Amendment has been approved by the City Council, the date of which approval shall be deemed to be the effective date of the ordinance approving this First Amendment as required by the City Charter. The following notwithstanding, if Tenant has executed this First Amendment and submitted it, along with the Additional Security Deposit before April 30, 2017, Landlord agrees to refrain from charging holdover rent unless this First Amendment is not approved by the City Council and Tenant fails to vacate within thirty (30) days thereafter.

3. Renewal Term. The Term shall be extended for twenty four (24) months (the "**Renewal Term**"), commencing on the first calendar day of the month following the Effective Date of this First Amendment (the "**Renewal Term Commencement Date**"). Tenant shall continue to occupy the Premises in its "as-is" condition without any tenant improvement allowance from Landlord, and the Base Rent during the Renewal Term shall be adjusted in accordance with Section 4 below. Promptly following the Renewal Term Commencement Date, Landlord and Tenant shall enter into a letter agreement substantially in the form attached hereto as Exhibit A, specifying and confirming the Renewal Term Commencement Date and the Expiration Date; if Tenant fails to execute and deliver such letter agreement to Landlord within ten (10) business days after Landlord's delivery of the same to Tenant, said letter agreement as completed by Landlord will be deemed final and binding upon Tenant.

4. Monthly Base Rent for Renewal Term. The schedule for the Monthly Base Rent in the Basic Lease Information for the Renewal Term is hereby amended as follows:

<i>Base Rent:</i>	<i>Months</i>	<i>Monthly Base Rent</i>
	Effective Date - 12	\$ 2,474.00
	17 - 24	\$ 2,548.00

5. Notices. The address for all notices, demands, requests, consents, or approvals which may or are required to be copied to the Property Manager or Agent for Landlord under the Original Lease is hereby changed to:

Property Manager
RiverRock Real Estate Group, Inc.
950 West Mall Square, Suite 239
Alameda, CA 94501
(510) 749-0304

6. Security Deposit. Landlord currently holds a security deposit in the amount of \$2,200.00 under the Original Lease. Concurrently with its execution of this First Amendment, Tenant shall deliver to Landlord an additional \$300 to bring the total amount of the Security Deposit to \$2,500.00 to be held by Landlord in accordance with Article 7 of the Original Lease.

7. Miscellaneous.

7.1 Entire Agreement. This First Amendment and the attached Exhibits, which are hereby incorporated into and made a part of this First 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.

7.2 Ratification. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In case of any inconsistencies between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control. As of the reference date of this First 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 with 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.

7.3 Defined Terms. Capitalized terms used in this First 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 First Amendment.

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

7.5 Prevailing Wages and Related Requirements. Tenant acknowledges and agrees any Alterations made by or on behalf of Tenant to the Premises, or any portion thereof, which are paid for in whole or in part by Landlord or which are considered to have been paid for in whole or in part by Landlord (e.g. by virtue of any rents that are reduced, waived or forgiven) ("**Prevailing Wage Improvement Work**"), will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds...". (California Labor Code section 1720.) Accordingly, Tenant shall comply with all applicable prevailing wage policies as set forth in applicable California Labor Code sections pertaining to "public works" (California Labor Code sections 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 27a-27a-7, as amended from time to time and implementing regulations), Section 2-67 of the Alameda Municipal Code, and other applicable laws, statutes, rules, regulations or ordinances now or hereinafter in effect addressing the payment of prevailing wages in connection with any Prevailing Wage Improvement Work (collectively, "**Prevailing Wage Laws**"). Tenant shall require the general contractor for any Prevailing Wage Improvement Work to furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>, upon request by Landlord, submit certified copies of payroll records and to maintain and make records available to Landlord and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. In addition, Tenant shall comply with applicable provisions, if any, of the California Public Contract Code (Sections 2200 et seq.). Tenant shall defend, indemnify and hold harmless Landlord and all Landlord Related Parties (as defined at Section 14.1 above) from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "**Claims**") arising out of or in any way connected with Tenant's obligation to comply with all laws, statutes, rules, regulations or ordinances now or hereinafter in effect with respect to any improvement work and/or Prevailing Wage Laws or Public Contract Code, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code section 1726. Tenant hereby waives, releases and discharges Landlord and all Landlord Related Parties from any and all present and future claims arising out of or in any way connected with Tenant's obligations to comply with the Prevailing Wage Laws.

7.6 Environmental and Planning Documents. Tenant acknowledges that its use of the Premises and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan. Compliance with the foregoing may include the preparation of a Compliance Strategy consistent with the Transportation Demand Management Plan.

7.7 Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Landlord hereby discloses that the Premises have not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53. A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. The forgoing notwithstanding, the parties agree that Tenant shall be solely responsible for the payment of all fees for the CAsp inspection. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be governed by Section 6.2 of the Original Lease.

7.8 Authority. If Tenant is a corporation, partnership, trust, association or other entity, Tenant and each person executing this First 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 First 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 First 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.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

City of Alameda,
a charter city and municipal corporation

By: 

Jill Keimach
City Manager

Date: 5/4/17

Approved as to Form

By: 

Janet Kern
City Attorney

TENANT:

Advanced Roofing Services, Inc.
a California corporation

By: 

Name: Dave Lopez

Title: owner

Date: 2-9-17

By: 

Name: April Hartness

Title: office manager

Date: 2-9-17

EXHIBIT A

COMMENCEMENT LETTER

Date: _____

Re: First Amendment to Lease ("First Amendment") dated as of February _____, 2017, by and between City of Alameda, as Landlord, and Advanced Roofing Services, Inc., a California corporation, as Tenant, for Building 612 located at 1450 Viking Street, Alameda, California.

Dear _____:

In accordance with the terms and conditions of the above referenced First Amendment, Tenant agrees:

1. The Renewal Term Commencement Date is _____;
2. The Renewal Term Expiration Date is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

Agreed and Accepted:

Landlord: City of Alameda

Tenant: Advanced Roofing Services, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Exhibit Do not sign]