

FOURTH AMENDMENT TO LEASE AGREEMENT

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, INC., a
California corporation

LEASE DATE: January __, 2017 (undated) and executed on or about
March 16, 2017

This Fourth Amendment to the Lease Agreement ("Fourth Amendment"), is dated as of _____, 2023 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 Lease Amendment No. 1 dated September 10, 2020 (the "First Amendment"), Lease Amendment No. 2 dated April 19, 2021, and Lease Amendment No. 3 dated May 9, 2022 (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, 2023. 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 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. Term. The term of the Lease is hereby extended for an additional twelve (12) months ("Fourth Extension Term") commencing on May 1, 2023 ("Fourth Extension Commencement Date") and terminating on April 30, 2024.

3. Base Rent. Effective as the Fourth Extension Commencement Date, the monthly installment of Base Rent for the Premises through the end of the Fourth Extension Term Shall be \$30,348.50 per month.

4. Security Deposit. An existing security deposit equal to \$21,677.50 is currently being held by Landlord, and Tenant agrees to deposit an additional \$8,671.00 within ten (10) business days of full execution and delivery of this Fourth Amendment to maintain a Security Deposit equivalent to last month's base rent.

5. Termination Rights. During the extended term, Landlord and Tenant shall have a mutual Option to Terminate this Lease with one-hundred eighty (180) days prior written notification to the other party.

6. 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.

7. 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.

8. Parking. Parking, as amended by the First Amendment, remains within the Primary Parking Area as depicted on Exhibit A-1 of the Lease.

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

10. Brokers. Landlord is represented by Cushman and Wakefield (Ted Anderson) ("Landlord's Broker"), in connection with the transactions contemplated in this Fourth Amendment. Landlord and Tenant hereby acknowledge that leasing commissions shall be paid by Landlord to Landlord's Broker pursuant to a separate agreement. 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 Fourth 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 10. The provisions of this Section 10 shall survive the termination of the Lease.

11. Ratification; Miscellaneous. 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 Fourth Amendment may be executed in one or more counterparts.

12. Electronic Signature. 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 corporation

By: _____

Jennifer Ott
City Manager

Date: _____

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: _____

4/6/23

Approved as to Form

By: _____

DocuSigned by:
Len Astorian
560A740AC0454F...
Len Astorian
Assistant City Attorney

By: _____

Name: Jeffrey E. Howie
Title: Executive Vice President and Chief
Financial Officer

Date: _____

4/7/23

Recommended for Approval

By: _____

DocuSigned by:
Lisa Maxwell
03D40D3886B64F6...
Lisa Maxwell
Community Development Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2023

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).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 Attn: (415) 743-8000 CN102292097-STND-GAWU-22-23 6218	CONTACT NAME: Marsh Centralized Services PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0398 E-MAIL ADDRESS: SanFrancisco.Certs@marsh.com
INSURED Williams-Sonoma, Inc., et. al. 3250 Van Ness Ave. San Francisco, CA 94109	INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corp. INSURER B : ACE Property And Casualty Ins Co INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

SEA-003517735-30

REVISION NUMBER: 51

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	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$350,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL4044133	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 650,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA6675637	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XEU G7258515A 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A A	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 <input checked="" type="checkbox"/> N	X N / A	LDS4044134 (AOS) PS4044135 (WI)	07/01/2022 07/01/2022	07/01/2023 07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

RE: Pottery Barn Outlet store #6218, Alameda Pointe, 1680 Viking Street, Unit B of Building 169, Alameda, CA.

City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, the City Council, the Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, RiverRock Real Estate Group, The United States Department of the Navy and any other party designated by City of Alameda are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Alameda
c/o RiverRock Real Estate Group
950 West Mall Square, Room 239
Alameda, CA 94501

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

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Williams-Sonoma, Inc., et. al. 3250 Van Ness Ave. San Francisco, CA 94109
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	All Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies.
Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver
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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Factory Mutual Insurance Company
1333 N. California Blvd
Suite 200
Walnut Creek, California
94596
United States of America
Tel: (1) 925 934-2200
Fax: (1) 925 934-0789

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: 1114637

Policy Term

Account No.: 1-52452

Effective Date: 15 May 2023

Expiration Date: 15 May 2024

NAMED INSURED:

Williams-Sonoma, Inc.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.:

INDEX No.:

MP

MISCELLANEOUS PROPERTY

Miscellaneous Locations - USA

San Francisco, California 94109, USA

COVERAGE IN FORCE:

(subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:

Property Damage

Peril:

All Risk

Limit Of Liability:

USD 10,000,000

CERTIFICATE TERM:

Effective: 15 May 2023

Expires: 15 May 2024

This interest applies to personal and real property only.

Williams-Sonoma, Inc.
3250 Van Ness Avenue
San Francisco, California 94109, USA

Certificate No: 00001-002
Replacing No: 00001-001

Authorized Signature / Issue Date
Scott Mataya / 12 May 2023

For questions, contact: Sara Whitecotton