

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") dated for reference purposes only as of November ____, 2018 is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("**City**" or "**Landlord**") and CSI MINI-STORAGE, LLC, a California limited liability company, ("**Tenant**"), with reference to the following:

RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated for reference purposes as September 2015 (the "**Lease**") whereby Tenant leased from Landlord certain premises located at 51 West Hornet Avenue (Building 338) consisting of approximately Fifty Three Thousand Two Hundred (53,200) rentable square feet (the "**51 West Hornet Premises**"), together with those certain premises located at 50 West Hornet Avenue (Buildings 608, 608A, 608B and 608C) consisting of approximately seventeen thousand seven hundred eighty-nine (17,789) rentable square feet (the "**50 West Hornet Premises**" and collectively, the "**Premises**"); together with appurtenant parking privileges, for a period of 36 months, all as more particularly described in the Lease;

B. WHEREAS, Tenant and Landlord desire for the Term of the Lease to be extended, 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 the later of: 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 or (b) December 1, 2018.

3. Lease Amendments.

3.1 Amendment to Basic Lease Information. The Basic Lease Information is hereby amended as follows:

(a) Amendment to Term. As of the Effective Date of this First Amendment, the Term shall be extended for thirty-six (36) months.

(b) Amendment to Monthly Base Rent. The schedule for the Monthly Base Rent in the Basic Lease Information for the Premises is hereby amended as follows:

| <i>Base Rent:</i> | <i>Months</i> | <i>Monthly Base Rent</i> |
|-------------------|---------------|--------------------------|
| | 1-12 | \$52,500.00 |
| | 13-24 | \$54,075.00 |
| | 25-36 | \$55,697.25 |

(c) Security Deposit. Landlord currently holds a Security Deposit in the amount of Thirty-Nine Thousand One Hundred Nineteen and 00/100 Dollars (\$39,119.00). Concurrently with the execution of this First Amendment, Tenant shall deliver to Landlord the amount of Sixteen Thousand Five Hundred Seventy-Eight and 25/100 Dollars (\$16,578.25) to bring the total amount of the Security Deposit to Fifty-Five Thousand Six Hundred Ninety Seven and 25/100 Dollars (\$55,697.25)

4. Early Termination Right. At any time after the twenty-fourth month of the Term, Landlord may terminate this Lease by the delivery of written notice thereof to Tenant identifying the date upon which the Lease shall be terminated, which date shall be not less than one hundred twenty (120) days after delivery of Landlord's early termination notice (the "**Early Termination Date**"). If such notice is timely delivered by Landlord, then this Lease shall be deemed terminated as of the Early Termination Date and Tenant shall vacate the Premises by no later than the Early Termination Date and Landlord shall return any remaining Security Deposit thirty (30) days thereafter. Upon such early termination, this Lease shall be deemed terminated and the parties shall have no further rights or obligations hereunder except for those which, by their express terms, survive the expiration or early termination of this Lease.

5. Miscellaneous.

(a) Entire Agreement. 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.

(b) 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.

(c) 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.

(d) Brokers. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this First Amendment other than Landlord's Broker.

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's Broker". 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.

(e) 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.

(f) 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: _____

David L. Rudat
Interim City Manager

Date: _____

TENANT:

CSI Mini-Storage, LLC,
a California limited liability company

By: _____

Name: Forrest Rkards
Title: Managing Member

Date: _____

Approved as to Form

By: _____

Janet Kern
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2018

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(s).

| | |
|---|---|
| PRODUCER Johnson Insurance Services 1700 N. Broadway Suite 380 Walnut Creek CA 94596 | CONTACT NAME: Ronald Johnson PHONE (A/C, No, Ext): 925.930.6800 FAX (A/C, No): 925.930.6840 E-MAIL ADDRESS: rjohnson4@farmersagent.com |
| INSURED CSI Mini Storage, LLC Container Storage, Inc. 855 Parr Blvd. Richmond CA 94801 | INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES**CERTIFICATE NUMBER:****REVISION 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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X X | CPS2684094 | 10/05/2018 | 10/05/2019 | EACH OCCURRENCE \$ 3,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | |
| | PERSONAL & ADV INJURY \$ 3,000,000 | | | | | |
| | GENERAL AGGREGATE \$ 3,000,000 | | | | | |
| | PRODUCTS - COMP/OP AGG \$ Excluded | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | CTI0037365 | 01/02/2018 | 01/02/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | BODILY INJURY (Per person) \$ | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | |
| | DED RETENTION \$ | | | | | |
| 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 N / A | | | | WC STATU-TORY LIMITS OTH-ER |
| | E.L. EACH ACCIDENT \$ | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ | | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ | | | | | |
| A | Property | | CPS2684094 | 10/05/2018 | 10/05/2019 | Business Personal Property \$25,000 Building \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an Additional Insured.
Location: 50 and 51 W. Hornet Ave Alameda CA 94523

CITY OF ALAMEDA
Risk Management

Date 10-22-18
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Alameda C/O River Rock Real Estate Group 950 West Mall Square, #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 Ronald Johnson |
|--|---|

[illegible]

CITY OF ALAMEDA
Fire Department
0-8-79
Alameda City Fire Marshal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|--|
| City of Alameda, RiverRock Real Estate Group, their officers & employees, the United States Department of the Navy and any other party designated by the Licensor. City of Alameda c/o RiverRock Real Estate Group, 950 W Mall Square, Alameda, CA 94501 | 51 W. Hornet Avenue Alameda, CA 94501 |
| 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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF ALAMEDA
Risk Management

 Date 8-8-18
Lucretia Akil, City Risk Manager

CITY OF ALAMEDA
Risk Management

Lucinda A. Hill, City Risk Manager
Date: 3-8-18

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2018

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 **SUBROGRATION 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 Willis Towers Watson 12980 Metcalf Ave Suite 500 Overland Park KS 66213 | CONTACT NAME: Napa | |
| | PHONE (A/C, No Ext): (707) 863.1894 | FAX (A/C, NO): (360) 828-0699 |
| INSURED Barrett Business Services, Inc. L/C/F CONTAINER STORAGE, INC. 855 PARR BLVD STE B RICHMOND, CA 94801 | EMAIL ADDRESS: Daniel.Cahill@bbsihq.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | ACE American Insurance Company |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|----------|---|-------------------------|-------------------------|--|-------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| ✓ 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"/> Y | N / A | RWC C64911028 Covered states: CA | 01/01/18 | 01/01/2019 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER | \$2,000,000 |
| | | | | | | | E.L. EACH ACCIDENT | \$2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|---------------------------|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Evidence of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Rep <i>Brian Hester</i> |

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CITY OF ALABAMA
Risk Management
Luciano Hill, City Risk Manager
Date: 11-1-11