

## LEASE AMENDMENT NO. 1

PREMISES 1701 Monarch Street, Building 29, Alameda, CA 94501, consisting of approximately 8,107 square feet

LANDLORD: CITY OF ALAMEDA, a charter city and municipal corporation

TENANT: DREYFUSS CAPITAL PARTNERS, LLC, a California limited liability company

LEASE DATE: December \_\_, 2015 [sic]

This Amendment No. 1 to the Lease Agreement ("Amendment") is dated as of Dec. 31 2020, for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), and DREYFUSS CAPITAL PARTNERS, LLC, a California limited liability company ("Tenant").

Landlord and Tenant entered into that certain Lease Agreement dated December \_\_, 2015 (the "Lease"), for certain premises described therein and referred to as Building 29 at 1701 Monarch Street, Alameda, California, consisting of approximately 8,107 square feet of rentable space (the "Premises").

The Expiration Date of the Lease is February 28, 2021, and Tenant desires to extend the Term on the terms and conditions described in this Amendment.

Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease. This Amendment shall be effective upon the last date set forth below the parties' signatures.

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. Term. The Term of the Lease is hereby extended for twelve (12) months ("Extension Term") commencing on the later of: (a) the date of City Council approval, or (b) March 1, 2021 ("Extension Commencement Date") and terminating on February 28, 2022 ("Extension Expiration Date"). Following the Extension Expiration Date, the Lease may be further extended to the extent approved by the City Manager is his/her sole discretion.
2. Conditions of Extension Term. The Extension Term shall be upon the same terms and conditions as the initial Term, except that (i) Tenant shall continue to occupy the Premises in its "as-is" condition without any tenant improvement allowance from Landlord to Tenant as described in Section 5 of this Amendment, and (ii) the Base Rent during the Extension Term shall be as set out in Section 4 of this Amendment.
3. Base Rent. Effective as of the Extension Commencement Date, the monthly installment of Base Rent for the Premises through the Extension Term shall be as set out below:

DS  
EL

1/27/2021

*PAD*  
*1-25-21*

YEAR	RENT
3-1-21 to 2-28-22	\$4,702.06

4. 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. 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.

5. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (c) which provides: "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." Pursuant to the foregoing Section 1938(c), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials: \_\_\_\_\_

Tenant hereby waives its right to have a CASp inspection of the Premises Initials: *PAD*

6. City's Authority. Tenant further acknowledges Landlord is entering into this Lease in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing or restricting the City of Alameda in its regulatory capacity, or granting any rights upon Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with any Laws or applicable requirements.

7. Brokers. Landlord is represented by Cushman and Wakefield ("Landlord's Broker"), 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



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.

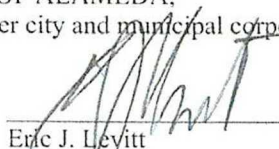
9. Ratification: Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

**LANDLORD:**

CITY OF ALAMEDA,  
a charter city and municipal corporation

By: \_\_\_\_\_

  
Eric J. Levitt  
City Manager


Date: \_\_\_\_\_

12/31/20

**TENANT:**

DREYFUSS CAPITAL PARTNERS, LLC,  
a California limited liability company

By: \_\_\_\_\_

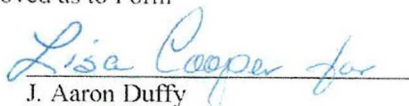
  
Name: PETER DREYFUSS  
Title: MANAGER

Date: \_\_\_\_\_

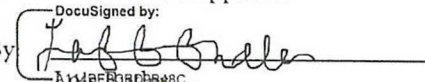
12.7.20

Approved as to Form

By: \_\_\_\_\_

  
J. Aaron Duffy  
Staff Counsel

Recommended for Approval

DocuSigned by:  
By:   
Lisa Cooper

Interim Community Development  
Director