

LEASE AMENDMENT NO. 2

PREMISES: 1701 Monarch Street, Building 29, Alameda, California, 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. 2 to the Lease Agreement ("Amendment") is dated as of ____, 2021, 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 [sic], as amended by that certain Lease Amendment No. 1 dated December 31, 2020 (as amended, 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").

Lease Amendment No. 1 extended the Expiration Date of the Lease to February 28, 2022, and Tenant now desires to further 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 fifty nine (59) months ("Extension Term") commencing on the later of: (a) the date of City Council approval, or (b) March 1, 2022 ("Extension Commencement Date") and terminating on January 31, 2027 ("Extension Expiration Date").

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 4 of this Amendment and (ii) the Base Rent during the Extension Term shall be as set out in Section 3 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:

| YEAR | RENT |
|-------------------|--|
| 3-1-22 TO 2-28-23 | \$4,843.12 |
| 3-1-23 TO 1-31-27 | Base Rent will increase 3% annually on the anniversary of the Lease Commencement Date (i.e., March 1 st of each year) |

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 (e) 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(e), 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 7. The provisions of this Section 7 shall survive the termination of the Lease.

8. 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.

Signatures on following page

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

LANDLORD:

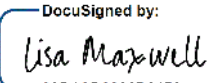
CITY OF ALAMEDA, a charter city and municipal corporation

By: _____
Eric J. Levitt
City Manager

Approved as to form:

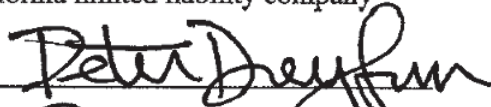
By:  _____
20775BA73AEC44C...
Michael H. Roush
Special Counsel

Recommended for approval:

By:  _____
03D4CD3888B8458...
Lisa INELSON Maxwell
Community Development Director

TENANT:

DREYFUSS CAPITAL PARTNERS, LLC, a California limited liability company

By: 
Name: PETER DREYFUSS
Title: MANAGER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/20

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 NADINE GENTRY AGENCY 7600 El Camino Real #10 Atascadero, CA 93422 0B22826 | CONTACT NAME: NADINE GENTRY PHONE (A/C, No. Ext): (805)466-4611 FAX (A/C, No): (805)466-3883 E-MAIL ADDRESS: ngentry7777@sbcglobal.net | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|--------------|--|--------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURED DREYFUSS, PETER DREYFUSS CAPITAL PARTNERS LLC 2934 FORD STREET, APT 35 OAKLAND, CA 94601 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Scottsdale Insurance Company | 41297 | INSURER B: National Union Fire Ins Co | 19445 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
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| 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------|----------|---------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CIP371233 | 11/17/20 | 11/17/21 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | EBU018423716 | 11/17/20 | 11/17/21 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | |
| | | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | EBU018423716 | 11/17/20 | 11/17/21 | EACH OCCURRENCE \$ 1,000,000 |
| | AGGREGATE \$ 1,000,000 | | | | | | |
| | | | | | | | |
| | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | CIP371233 | 11/17/20 | 11/17/21 | PER STATUTE OTH-ER |
| | E.L. EACH ACCIDENT \$ | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ | | | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ | | | | | | |
| A | Property Coverage | | | CIP371233 | 11/17/20 | 11/17/21 | Building \$ \$1,000,000 Business Property \$ \$50,000 |
| | | | | | | | |

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

ADDITIONAL INSURED:

CITY OF ALAMEDA C/O RIVERROCK REAL ESTATE GROUP, INC.

950 WEST MALL SQUARE, STE 239

ALAMEDA, CA. 94501

INSURED LOCATION: 1701 MONARCH ROAD, BLDG 29 ALAMEDA, CA. 94501

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ALAMEDA
C/O RIVERROCK REAL ESTATE GROUP
950 WEST MALL SQUARE, STE 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Designation Of Premises (Part Leased To You): 1701 MONARCH ST, ALAMEDA, CA 94501 |
| Name Of Person(s) Or Organization(s) (Additional Insured): CITY OF ALAMEDA C/O RIVERROCK REAL ESTATE GROUP, INC. 950 W MALL SQUARE, STE 239 ALAMEDA CA 94501 UNITED STATES |
| Additional Premium: \$ |
| 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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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 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.