

LEASE AMENDMENT NO. 1

PREMISES 2450 Pan Am Way, Alameda, CA – Building 35,
consisting of approximately 2,764 square feet

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

TENANT: SMALL SIZE, BIG MIND, INC., a California
corporation

LEASE DATE: September 10, 2018 and executed on or about July
3, 2018 (Tenant), September 9, 2018 (Landlord)

This Amendment No. 1 to the Lease ("Amendment"), is dated as of July 16 2020, for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord"), and SMALL SIZE, BIG MIND, 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 September 10, 2018, and executed on or about July 3, 2018, and September 9, 2018 (the "Lease"), for certain premises described therein and referred to as Building 35, at 2450 Pan Am Way, Alameda, California, consisting of approximately 2,764 square feet of rentable space (the "Premises").

B. The Expiration Date of the Lease is August 31, 2020. 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 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.

2. Term. The term of the Lease is hereby extended for an additional twelve (12) months ("Extension Term") commencing on September 1, 2020 ("Extension Commencement Date") and terminating on August 31, 2021.

3. Base Rent. Effective as of the Extension Commencement Date, the monthly installment of Base Rent for the Premises through the end of the Extension Term shall be \$4,393.72 per month.

4. Security Deposit. Landlord and Tenant acknowledge an existing Security Deposit of \$4,141.50 is currently being held by Landlord pursuant to the Lease.

5. 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.

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. 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. 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 the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with any Laws or applicable requirements.

8. Brokers. Landlord is represented by Cushman and Wakefield (Theodore J. Anderson) ("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 forth in this Section 9. The provisions of this Section 9 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.

[Signatures on Following Page]

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

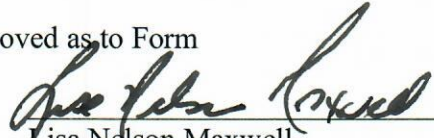
LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: 
Eric J. Levitt
City Manager

Date: _____

Approved as to Form


By: 
Lisa Nelson Maxwell
Assistant City Attorney

Recommended for Approval

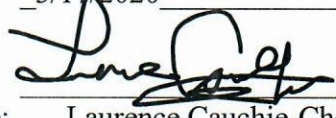
By: Debbie Potter
Debbie Potter
Community Development Director

TENANT:

SMALL SIZE, BIG MIND, INC.,
a California corporation

By: 
Name: Malyka Joe Chop
Title: Owner CFO

Date: 3/17/2020

By: 
Name: Laurence Cauchie-Chop
Title: Owner CEO

Date: 3/17/2020