

ORDINANCE NO. 7,943-N.S.

LEASE AMENDMENT: WE WIELD THE HAMMER AT 2440 DURANT AVENUE IN  
THE TELEGRAPH-CHANNING MALL AND GARAGE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS:

The City owns the Telegraph-Channing Mall and Garage, and We Wield The Hammer, a 501c3 nonprofit organization, seeks to lease 2440 Durant Avenue at the premises for purpose of operating a retail business offering specialized classes and related materials to the public. This Lease Amendment only modifies Exhibit B to Lease, *Agreement Specifying Term of Lease* as follows:

- a. Lease Commencement Date changes from April 1, 2024 to September 1, 2024;
- b. Rent Abatement Period changes from six months to nine (9) months;
- c. Rent Commencement Date changes from October 1, 2024 to July 1, 2025; and
- d. Expiration Date of the initial term of the lease changes from March 31, 2029 to August 31, 2029.

Section 2. AUTHORIZATION FOR CITY MANAGER TO ENTER INTO LEASE AMENDMENT AT 2440 DURANT AVENUE, BERKELEY, CA.

The City Manager is hereby authorized to enter into a five-year amended lease agreement with the option for a five-year extension with We Wield The Hammer for real property located at 2440 Durant Avenue, a ground floor retail space in the City of Berkeley Telegraph-Channing Mall and Garage. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on December 3, 2024, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Hahn, Humbert, Kesarwani, Lunaparra, Taplin, Tregub, and Wengraf.

Noes: None.

Absent: None.

**LEASE AMENDMENT FOR TELEGRAPH-CHANNING MALL**

This lease amendment (“**Amendment**”) is made on \_\_\_\_\_ between the CITY OF BERKELEY ("**Landlord**"), a Charter City organized and existing under the laws of the State of California and We Wield The Hammer ("**Tenant**"), a 501c3 nonprofit organization, who agree as follows:

This lease is made with reference to the following facts and objectives:

A. Landlord is the owner of the real property at 2431 Channing Way, Berkeley, California, ("**premises**") commonly referred to as Telegraph-Channing Mall and Garage as further described in Exhibit A, attached to and made a part of this lease.

B. Tenant entered into a lease (“**Lease**”) with Landlord on February 13, 2024. Tenant is occupying and conducting business at 2440 Durant Avenue located on the ground floor of the premises and identified in Exhibit A, attached to and made part of this lease.

C. Landlord has negotiated with Tenant to modify Exhibit B to the lease, *AGREEMENT SPECIFYING TERM OF LEASE* as follows:

- a. Lease Commencement Date changes from April 1, 2024 to September 1, 2024;
- b. Rent Abatement Period changes from six months to nine (9) months resulting in a Rent Commencement Date changing from October 1, 2024 to July 1, 2025; and
- c. Expiration Date of the initial term of the lease changes from March 31, 2029 to August 31, 2029.

1. **Exhibit B. AGREEMENT SPECIFYING TERM OF LEASE**, is deleted in its entirety and replaced by Exhibit B. AGREEMENT SPECIFYING TERM OF LEASE (REVISED), attached to and made part of this lease.

D. Landlord and Tenant agree that the impact of changes made to Exhibit B to the lease will reduce the anticipated revenue/rent from \$62,615 to \$58,275 a difference of \$4,340 for the initial five (5) year term.

1. Exhibit C. **PAYMENTS**, is deleted in its entirety and replaced by Exhibit C. **PAYMENTS (REVISED)**, attached to and made part of this lease.

Effect: Except for the amendment agreed to herein, the Lease effective as of March 14, 2024 remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease amendment as of the date written on the first paragraph of this lease.

LANDLORD  
CITY OF BERKELEY

By: \_\_\_\_\_  
City Manager

THIS LEASE HAS BEEN  
APPROVED AS TO FORM  
BY THE CITY ATTORNEY  
OF THE CITY OF BERKELEY  
6/2004

REGISTERED BY:  
\_\_\_\_\_  
City Auditor

ATTEST:  
  
\_\_\_\_\_  
Deputy City Clerk

**TENANT:**  
WE WIELD THE HAMMER  
A 501c3 NONPROFIT ORGANIZATION

Signature: \_\_\_\_\_  
By:  KAREN SMITH \_\_\_\_\_

City of Berkeley Business License No.

**Exhibit B**  
**AGREEMENT SPECIFYING TERM OF LEASE (REVISED)**

Attached to and made part of the Lease dated the 13th day of February, 2024, by and between the CITY OF BERKELEY, a municipal corporation, as Landlord, and WE WIELD THE HAMMER, A 501c3 NONPROFIT ORGANIZATION as Tenant ("**Tenant**").

Landlord and Tenant do hereby confirm and acknowledge the following dates:

- a. Lease Commencement Date is September 1, 2024 [DATE MUST BE AT LEAST 30 DAYS AFTER APPROVAL OF ORDINANCE – Lease effective date March 14, 2024]
- b. Rent Commencement Date is July 1, 2025.
- c. Expiration Date of the initial term of the Lease is August 31, 2029 subject to extension as provided in the Lease.

This Agreement shall be binding on the parties hereto, their successor and assigns and all subtenants of Tenant and any other party claiming under or through Tenant. The Lease is in full force and effect as of the date hereof in accordance with its terms, and Tenant is in possession of the Premises. Landlord has fulfilled all of its obligations under the Lease that were required to be fulfilled by Landlord on or prior to the Rent Commencement Date and Tenant has no claim or right of set-off against any Rent (as defined in the Lease) under the Lease.

This Agreement was entered into as of the 17th day of October, 2024.

**ATTEST/WITNESS:**

**LANDLORD:**

CITY OF BERKELEY, a municipal corporation

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

Its: City Manager

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

Its: City Attorney

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

Its: City Auditor

**ATTEST/WITNESS:**

**TENANT:**

WE WIELD THE HAMMER  
a 501c3 NON-PROFIT ORGANIZATION

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

KAREN SMITH

**Exhibit C**  
**PAYMENT (REVISED)**

<b>RENT PAYMENT SCHEDULE: We Weld the Hammer 2440 Durant@TCM</b>						
	<b>YEAR</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>SEPTEMBER</b>	<b>1</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>OCTOBER</b>	<b>2</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>NOVEMBER</b>	<b>3</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>DECEMBER</b>	<b>4</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>JANUARY</b>	<b>5</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>FEBRUARY</b>	<b>6</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>MARCH</b>	<b>7</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>APRIL</b>	<b>8</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>MAY</b>	<b>9</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>JUNE</b>	<b>10</b>	\$ -	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>JULY</b>	<b>11</b>	\$ 1,085.00	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>AUGUST</b>	<b>12</b>	\$ 1,085.00	\$ 1,117.55	\$ 1,151.08	\$ 1,185.61	\$ 1,221.18
<b>ANNUAL TOTAL:</b>		<b>\$ 2,170.00</b>	<b>\$ 13,410.60</b>	<b>\$ 13,812.92</b>	<b>\$ 14,227.31</b>	<b>\$ 14,654.12</b>
				<b>9 MONTH RENT ABATEMENT:</b>	<b>\$ 9,765.00</b>	
				<b>INITIAL TERM TOTAL:</b>	<b>\$ 58,274.95</b>	
<b>PREMISES AREA (SQFT):</b>			620			
<b>MONTHLY RATE PER SQFT:</b>			\$ 1.75			
<b>INITIAL MONTHLY RENT:</b>			\$ 1,085.00			
<b>ANNUAL INCREASE:</b>			3.00%			
<b>LEASE START DATE:</b>			<b>September 1, 2024</b>			
<b>INITIAL TERM:</b>			60 MONTHS			
<b>INITIAL TERM TERMINATION DATE:</b>			<b>August 31, 2029</b>			
<b>NOTIFY LANDLORD FOR OPTION BY:</b>			<b>March 1, 2029</b>			
<b>OPTION START DATE:</b>			September 1, 2028			
<b>OPTION TERM:</b>			60 MONTHS			
<b>OPTION TERMINATION DATE:</b>			<b>August 31, 2033</b>			