

FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
FOR ALAMEDA POINT – SITE A

This First Amendment to Disposition and Development Agreement ("First Amendment") is entered into as of _____, 2017 ("Effective Date") by and between the City of Alameda, a California charter city (the "City"), and Alameda Point Partners, LLC, a Delaware limited liability company (the "Developer").

RECITALS

- A. The City and the Developer entered into a Disposition and Development Agreement for Alameda Point-Site A dated as of August 6, 2015 ("DDA") whereby the City agreed to convey to the Developer Property located at the former NAS Alameda under certain terms and conditions and Developer agreed to develop the Project on the Property all in accordance with a Milestone Schedule incorporated in the DDA.
- ~~A.~~
- B. In accordance with the Section 18.16 of the DDA, the City and the Developer have entered into ~~two~~three Operating Memoranda and may enter into subsequent Operating Memoranda making refinements and adjustments regarding the details of the performance of items covered in general terms under the DDA including without limitation specifying the timing for the Sports Complex Payments clarifying the timing of payments to the City related to Ferry Terminal costs and revising and refining the lender protections provisions of the DDA to conform to the terms of the Developer financing.
- C. The DDA requires that the Developer take title to Phase 1 of the Property no later than December 12, 2016 as set forth in the Milestone Schedule.
- D. The Developer and the City have determined that it is in the parties best interest to extend the Closing for the Phase 1 Property by one hundred twenty (120) days.
- E. The Developer and the City now desire to amend the DDA in accordance with the terms and conditions of this First Amendment to extend the Closing for the Phase 1 to April 11, 2017.
- F. All defined terms not otherwise defined herein shall have the meaning ascribed to such terms in the DDA.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the City and the Developer agree as follows:

1. **Phase I Outside Phase Closing Date.** All references to the Phase 1 Outside Phase Closing Date in the DDA including, but not limited to, the Milestone Schedule attached as Exhibit F to the DDA, shall mean April 11, 2017. The amendment to the Phase 1 Outside Phase Closing Date shall not result in any changes or extensions to any other

Major Milestone Dates in the DDA and all Actions that are triggered from Phase 1 Outside Phase Closing Date must be met on the original date contemplated, provided however, the date for commencement of construction of Phase 1 Infrastructure shall mean May 11, 2017.

2. **Effect of Amendment.** Except to the extent amended in this First Amendment, the DDA shall remain in full force and effect. In the event of a conflict between this First Amendment and the DDA, this First Amendment shall control.

In WITNESS WHEREOF, the Parties have signed this First Amendment to Disposition and Development Agreement on the dates indicated below.

CITY OF ALAMEDA

By: _____
Jill Keimach
City Manager

Date: _____
Attest: Recommended for Approval:

Lara Weisiger, City Clerk

Jennifer Ott, Chief Operating Officer
Alameda Point

Approved as to Form:

Farimah F. Brown
Senior Assistant City Attorney

Andrico Q. Penick
Assistant City Attorney

Authorized by City Council Ordinance No. _____

Signatures continue on next page

ALAMEDA POINT PARTNERS, LLC,
a Delaware limited liability company

By: Alameda Point Properties, LLC,
a California limited liability company,
its managing member

By: NCCH 100 Alameda, L.P.,
a Delaware limited partnership,
its managing member

By: Maple Multi-Family Development,
L.L.C., a Texas limited liability
company,
its General Partner

By: _____

Name: _____

Title: _____