

**FIRST AMENDMENT TO
EXCLUSIVE NEGOTIATION AGREEMENT**

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (the "First Amendment") is made effective as of _____, 2016 by and amongst the City of Alameda, a California municipal corporation ("City"), MidPen Housing Corporation, a California nonprofit public benefit corporation ("MidPen"); Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation, Building Futures with Women and Children, a California nonprofit public benefit corporation, and Operation Dignity, Inc., a California nonprofit public benefit corporation (together the "Collaborating Partners" and, together with MidPen, the "Developer") on the terms and provisions set forth below.

RECITALS

A. The City and the Developer entered into that certain Exclusive Negotiation Agreement effective as of December 15, 2015 (the "Original Agreement"), pursuant to which City granted Developer exclusive negotiating rights for the proposed transfer of certain real property located within the City of Alameda, State of California commonly referred to as the former Alameda Naval Air Station, now known as Alameda Point (the "Property") and the development of a supportive housing campus development, consisting of housing affordable to very low, low and moderate income households, open space, and commercial enterprise on the Property.

B. City and Developer desire to amend the Original Agreement to Initial Term (as defined in the Original Agreement), as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, agree as follows:

1. Section 1 of the Original Agreement shall be deleted in its entirety and replaced with the following:
 - "1. **Term.** The term of this Agreement shall commence on December 15, 2015 (the "Effective Date") and shall continue until December 31, 2017, unless sooner terminated or extended by the City as herein provided (the "Initial Term")."
 2. **Extended Term.** The Initial Term plus any and all extensions of the Initial Term under this Section 2 are referred to collectively as the "Term". The Initial Term may be extended two times for up to three months each time at the sole discretion of the City Manager or his or her designee.

3. Section 3 of the Original Agreement shall be amended by adding the following at the end:

“City and Developer shall complete and execute the Implementation Term Sheet by no later than April 30, 2017. Upon completion of the Implementation Term Sheet, the City and Developer shall use good faith efforts to negotiate and complete a disposition and development agreement and a development site plan by no later than December 31, 2017.”

4. Except as otherwise specifically provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects by the parties hereto.

5. This First Amendment and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Signatures on Following Page


IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY:


CITY OF ALAMEDA,
A California municipal corporation

By: _____
Name: Jill Keimach
Title: City Manager

APPROVED AS TO FORM:

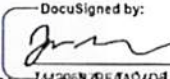
By:  _____
Name: Farimah F. Brown
Title: Senior Assistant City Attorney

APPROVED AS TO FORM:

By:  _____
Name: Andrico Q. Penick
Title: Assistant City Attorney

DEVELOPER:

MIDPEN HOUSING CORPORATION,
A California nonprofit public benefit corporation

By:  _____
Name: Jan M. Liffenthal
Title: Vice President Development/Assistant Secretary

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: _____
Name: Doug Biggs
Title: Executive Director

CITY:

CITY OF ALAMEDA,
A California municipal corporation

By: _____
Name: Jill Keimach
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Farimah F. Brown
Title: Senior Assistant City Attorney

APPROVED AS TO FORM:

By: _____
Name: Andrico Q. Penick
Title: Assistant City Attorney

DEVELOPER:

MIDPEN HOUSING CORPORATION,
A California nonprofit public benefit corporation

By: _____
Name: Jan M. Lindenthal
Title: Vice President Development/Assistant Secretary

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: 
Name: Doug Biggs
Title: Executive Director

**BUILDING FUTURES WITH WOMEN AND CHILDREN,
A California nonprofit public benefit corporation**

By: 

Name: Liz Varela

Title: Executive Director

**OPERATION DIGNITY, INC.,
A California nonprofit public benefit corporation**

By: _____

Name: Judy Hui Pasquini

Title: Interim Executive Director

**BUILDING FUTURES WITH WOMEN AND CHILDREN,
A California nonprofit public benefit corporation**

By: _____
Name: Liz Varela
Title: Executive Director

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