

EXCLUSIVE LEASING AND SALE AGREEMENT

This Exclusive Leasing and Sale Agreement (this “Agreement”), dated January 1, 2026, is by and between THE CITY OF ALAMEDA (“City”) and JONES LANG LASALLE BROKERAGE, INC., a Texas corporation (“JLL” or “Agent”).

BACKGROUND

A. City owns or leases with rights to sublease certain commercial property described in **Exhibit II** as Alameda Point Building List, Tideland Trust Leases, City of Alameda leases and CIC/FISC leases. **Exhibit II** is attached hereto and incorporated herein by reference and the properties identified in **Exhibit II** are referred to herein as a “Property” or collectively as “Properties”.

B. City desires to engage JLL as its sole and exclusive leasing and sale agent for the Properties to maximize the overall economic return of the Properties to City.

C. JLL has the requisite real estate expertise, licensing and skill to find qualified buyers or tenants for the Properties and, in consultation with City staff, to negotiate transactions for submittal to City Council for approval.

D. JLL desires to accept such engagement and is engaged in the business of leasing and marketing properties and offer services in alignment with the scope of work attached as **Exhibit III**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. TERM; TERMINATION

1.1 **Initial Term.** JLL's duties and responsibilities under this Agreement shall begin on February 1, 2026 and shall end on January 31, 2029, unless sooner terminated in accordance with Section 1.2.

1.2 **Termination.** Either party may, at its option and in its sole and absolute discretion, elect to terminate this Agreement upon thirty (30) days’ prior written notice to the other party.

1.3 **Pending Matters.** In addition to all amounts payable to JLL during the term of this Agreement, City shall pay JLL commissions to be calculated and paid as provided in **Exhibit IV**, with respect to any new leases, lease expansions, relocations, renewals and extensions executed and delivered by City and a tenant within six (6) months following the effective date of expiration or earlier termination of this Agreement, if prior to such date: (i) JLL has engaged in negotiations with the prospective tenant (or its agent), or an affiliate, successor or assign thereof, regarding the possibility of a lease transaction, or (ii) the prospective tenant, or an affiliate, successor or assign thereof, has toured a Property within the six (6) months prior to such expiration or earlier termination. Notwithstanding the foregoing, if, at the end of such six (6) month period active negotiations are continuing with respect to any transaction without material interruption, then the six (6) month period shall be extended as to such transaction until the transaction is consummated, or such negotiations have terminated. JLL shall deliver a written list of all such prospective tenants to City no later than ten (10) business days after the expiration or termination of this Agreement. In addition to any sale transaction commission payable to JLL during the term of this Agreement, City shall pay JLL for sale transactions consummated after the term of this Agreement in accordance with the terms set forth on **Exhibit IV**.

ARTICLE 2. SERVICES

2.1 **Services.** City hereby engages JLL as its exclusive broker for the purpose of leasing and/or selling any or all space in the Properties (the “Services”). The scope of such Services is described in **Exhibit III**, attached hereto and incorporated by reference. The Services shall not include short-term licensing except incidental to other leasing or sales. JLL acknowledges that City contracts with LPC West LP for short term licensing agreements and agrees to cooperate with such party as and when appropriate (i.e. to avoid duplication of efforts or miscommunication with prospective tenants). JLL shall perform the Services in accordance with applicable professional standards. City shall refer all inquiries to JLL and conduct all negotiations through JLL (under the supervision, direction, and control of City); but JLL has no authority to obligate City until expressly authorized in writing by City. City shall make available to JLL such documents, materials, and information regarding the Properties which, in the reasonable professional judgment of JLL, are necessary or appropriate for the proper marketing of the Properties. City agrees to review and verify the accuracy of all financial and other factual data and information included in any materials



submitted to or prepared by JLL regarding the Properties, and JLL shall have no liability with respect to the use of any data or information provided to it by City or other parties at City's direction. Francisco Torres, Kristi Childers, Greg Matter, Ada Wong, Jason Ovadia, Jeff Badstubner and Erik Hanson of JLL (the "Project Team") will perform the Services under this Agreement. JLL may cooperate with cooperating brokers, including representatives of JLL or its affiliates other than Project Team members ("JLL Non-Team Brokers"), in leasing and selling the Properties. In such case, the JLL Non-Team Brokers shall be considered cooperating brokers for purposes of this Agreement. In the event that a cooperating broker shall procure a tenant or buyer for space within the Properties, and such tenant enters into a lease with City or such buyer enters into a purchase agreement with City, City shall pay JLL and the cooperating broker the commissions computed in accordance with rates as set forth in **Exhibit IV** to this Agreement as Agent's Compensation. City shall pay the full Agent's Compensation to JLL and JLL shall then pay the cooperating broker their share when it receives funds. If the cooperating broker requests more than the share per **Exhibit IV**, JLL shall notify City and City may consider a request for an excess commission but in no event is City obligated to pay any amount above the agreed Schedule of Commissions nor shall JLL be required to share its Agent's Compensation. In the event any Project Team member exclusively represents a prospective tenant or buyer, such Project Team member will recuse himself or herself from representation of City hereunder and will be considered a JLL Non-Team Broker for purposes of the applicable transaction and the remaining Project Team members will continue to represent City pursuant to the terms of this Agreement. Such recused Project Team member shall in all events maintain the confidentiality of City's confidential information. All final business decisions shall be made solely by City. All leases and purchase and sale agreements shall be prepared by City's counsel with assistance from JLL regarding business terms.

2.2 Advertising. JLL shall prepare and submit to City for approval a proposed marketing plan and budget for the leasing, sale, promotion, and marketing of the Properties (which once approved shall be the "Approved Marketing Plan and Budget"). Such proposed plan shall include proposed guidelines (including allowances for tenant improvements, commission rates and any broker incentives, if applicable) for use in marketing and leasing the Properties. JLL shall cause advertising plans and promotional material to be prepared in accordance with the Approved Marketing Plan and Budget. Such plans or material shall only be used if approved in advance by City. JLL shall be responsible for standard marketing costs such as; marketing brochures, photography, website design, and signage. Costs above standard marketing costs shall be the responsibility of the City and will only be incurred with City's prior written approval.

2.3 Leasing and Sales Expenses. JLL may create a website for the Properties, with City's written approval, using a third-party provider as set forth in the Approved Marketing Plan, or JLL may use internal resources. If JLL uses internal resources to create the website, then upon the expiration or earlier termination of this Agreement, JLL will retain the rights to the website. If City desires to purchase the rights to the website, City may do so at its discretion for \$5,000.00. This payment will be due within thirty (30) days after City's notice to JLL of its desire to purchase the rights to the website, but in no event later than the effective date of the expiration or earlier termination of this Agreement.

2.4 Security Deposits. JLL shall not accept security deposits, letters of credit or any other security or financial instruments on behalf of City and shall instruct tenants and buyers to tender such deposits and instruments directly to City or persons designated by City.

2.5 Technical Matters. City acknowledges that JLL is not an expert in and is not responsible for any legal, regulatory, tax, accounting, engineering, environmental or other technical matters, all of which shall be solely City's responsibility; provided, however, JLL may, based on its professional expertise and upon City's written request, assist City in connection with such matters, including giving City recommendations for experts to use for such matters and coordinating the work of such experts with other parties working on the transaction, but in no event shall JLL have responsibility for the work of such experts.

2.6 Intellectual Property. JLL shall not have or acquire any property right or interest in the name "Alameda Point", "Spirits Alley," "Hanger Row," "NAS Alameda," or "Naval Air Station Alameda" (collectively, the "Marks") which may imply any legal connection of JLL with City other than as authorized by this Agreement, nor may JLL use any catchphrase or brand in the provision of its Services without City's prior approval. Subject to the terms of this provision, City hereby grants to JLL a non-transferrable, non-exclusive, limited right and license to use the Marks, and the goodwill associated therewith, solely in connection with the Services. For the avoidance of doubt, the license herein granted shall include, without limitation, the right to use the Marks on exterior and interior Property signage, websites, social media pages, apps, domain names, social media names, maps, letterhead, business cards, brochures, presentations, promotional materials, and other print and electronic materials, JLL's primary website, and JLL's marketing and bid documentation. Prior to any

use of the Marks in accordance with this provision, JLL must seek prior written approval from an authorized representative of City, which shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 3. INDEMNIFICATION

JLL will defend (with counsel reasonably acceptable to City), indemnify and hold harmless City and its affiliates, and each and all of their officers, council members, directors, employees, volunteers and agents from and against all third party claims, losses, liabilities and expenses, including reasonable attorneys' fees, expert witness fees and court costs ("Loss") to the extent arising from a breach of JLL's obligations under this Agreement. City will defend (with counsel reasonably acceptable to JLL), indemnify and hold harmless JLL and its affiliates, and each of their officers, directors, employees, shareholders and agents, from and against all Loss arising from a breach of City's obligations under this Agreement.

ARTICLE 4. COMPENSATION

JLL shall receive remuneration for its services in accordance with the terms of this Agreement and **Exhibit 1**.

ARTICLE 5. NOTICES

All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to the other party at the address(es) set forth below or at such other address(es) as a party may specify hereafter in writing:

CITY:	City of Alameda 950 West Mall Square, Suite 205 Alameda, CA 94501 Attn: Alesia Stauch, Base Reuse Manager
JLL:	Jones Lang LaSalle Brokerage, Inc. 1331 N California Blvd, Suite 150 Walnut Creek, CA 94596 Attention: Trent Barmby
with copies to:	Jones Lang LaSalle Brokerage, Inc. 200 East Randolph Drive Chicago, IL 60601 Attention: Regional Counsel – Northern CA

Such notice or other communication shall be delivered by hand or by nationally recognized overnight courier service. For purposes of this Agreement, notices will be deemed to have been given upon receipt or refusal of receipt.

ARTICLE 6. GENERAL PROVISIONS

6.1 Confidentiality; Publicity. During the term of this Agreement and for two (2) years following its expiration or sooner termination, JLL shall keep confidential all non-public information obtained from City relating to the Services, except as reasonably required in order to perform Services hereunder or to the extent disclosure is required by law, legal process or to enforce the terms of this Agreement. City agrees that JLL may publicize its role in any transaction City enters into, provided JLL does not disclose any financial information regarding such transaction. JLL may use City's name in a list of clients for marketing and promotional purposes.

6.2 Limited Liability. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages.

6.3. Miscellaneous. This Agreement, together with the Rider and Exhibits attached hereto and made a part hereof, represents the complete and final understanding between JLL and City with respect to the Services and may not be waived, amended, or modified by either party, unless such waiver, amendment or modification is in writing and signed by both parties. If any provision of this Agreement is invalid under applicable law, such invalidity shall not affect the other provisions of this Agreement. This Agreement shall be governed by the laws of the State of California. This Agreement is binding upon the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either

party except to any other entity which acquires all or substantially all of the business and employees of such party, and except that JLL may delegate its duties to a state-licensed affiliate.

6.4. Non-Discrimination. The parties hereto acknowledge that it is illegal to refuse to display, lease or sell to or from any person because of one's membership in a protected class, *e.g.*: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class and agree not to discriminate unlawfully against anyone in a protected class.

6.5 Survival. The provisions of Section 1.3, 2.6, Articles 3, 4 and Sections 6.1, 6.2, 6.5, 6.6, and 6.7 of this Agreement shall survive the expiration or sooner termination of this Agreement.

6.6 Attorney's Fees; JURY WAIVER; Late Payments. In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half (1-1/2) percent per month from the date due until paid.

6.7 Sale of a Property. Upon a sale or other conveyance of a Property, JLL shall be entitled to a sale commission in accordance with the terms of this Agreement. In addition, all conditions to the payment of any leasing commissions (with respect to leases executed on or before the closing of such sale or conveyance) will be deemed satisfied. Any portion of any leasing commission that has not yet been paid to JLL shall thereupon be due and payable by City in full on the closing of the conveyance of such Property.

6.8 OFAC. City represents and warrants that it is not, and none of its subsidiaries, affiliates, majority owners or employees are, a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

6.9 Environmental Conditions. City warrants and represents that it has disclosed in writing all environmental conditions and/or problems for which City has actual knowledge and information, that may impact the Property, its occupancy and/or value, but since the majority of the Properties are part of a former Naval Air Station deeded to City by the US Navy, City may not be aware of some problems or issues which have not yet arisen. City shall make best efforts to disclose all environmental information for a Property which it has in its possession or to which it has become aware. Such environmental information will be disclosed by JLL to any prospective tenants and buyers.

6.10 Authorization; Joint and Several Liability. JLL represents and warrants that is duly authorized to enter into this Agreement and perform its obligations hereunder. City represents and warrants that (i) it is the owner of the Properties; (ii) it is duly authorized to enter into this Agreement and perform its obligations hereunder; and (iii) the Properties are not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding. In the event that multiple persons or entities own the Properties, each such person or entity irrevocably and unconditionally hereby agrees that it is jointly and severally liable for all of the liabilities, obligations, covenants and agreements of City under this Agreement.

EXHIBITS AND RIDERS

RIDER TO EXCLUSIVE LEASING AND SALE AGREEMENT

EXHIBIT I DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

EXHIBIT II DESCRIPTION OF PROPERTIES

EXHIBIT III SCOPE OF SERVICES

EXHIBIT IV AGENT COMPENSATION

EXHIBIT V DATA PRIVACY POLICY

SIGNATURE PAGE TO EXCLUSIVE LEASING AND SALE AGREEMENT DATED JANUARY __, 2026

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year first above written.

JONES LANG LASALLE BROKERAGE, INC.,
a Texas Corporation

CITY OF ALAMEDA
a municipal corporation



Sarah Mancuso (Feb 2, 2026 11:20:04 PST)

NAME: Sarah Mancuso
TITLE: West Region Lead

Adam W. Politzer
Interim City Manager



Trent Barmby (Jan 30, 2026 16:35:33 PST)

NAME: Trent Barmby
TITLE: Broker Lead, East Bay

RECOMMENDED FOR APPROVAL

Signed by:



2E1D71136B954F6
Abby Thorne-Lyman
Base Reuse and Economic Development Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



763D25E39B18404...
Len Aslanian
Assistant City Attorney

RIDER TO EXCLUSIVE LEASING AND SALE AGREEMENT

This Rider supplements the terms of the Exclusive Leasing and Sale Agreement (the “Agreement”) to which it is attached and in the event of any conflict between the provisions set forth in this Rider and the Agreement, the terms and provisions of this Rider shall control. Capitalized terms used in this Rider that are not otherwise defined in this Rider shall have the meanings given to them in the Agreement.

ARTICLE 7. STATE-SPECIFIC PROVISIONS (CALIFORNIA)

7.1 License Numbers. The license numbers of JLL and of each of the members of the Project Team are set forth in the table below:

Name	License Number
Francisco Torres	02031635
Kristi Childers	01997043
Greg Matter	01380731
Ada Wong	02024607
Jason Ovadia	01742912
Jeff Badstubner	01155279
Erik Hanson	0180062
Melinda Marino	02075704
Jones Lang LaSalle Brokerage, Inc.	01856260

7.2 Real Estate Agency Relationship Disclosure. City acknowledges that it has received the “Disclosure Regarding Real Estate Agency Relationship” attached hereto as EXHIBIT I.

EXHIBIT I

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(as required by the California Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- b. Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE PRINTED ON THE FOLLOWING PAGE.

We acknowledge that Agent represents us as (check one):

☐ Tenant/Buyer _____ Date _____

☐ Landlord/Seller _____ Date _____

Agent: Jones Lang LaSalle Brokerage, Inc.

Salesperson or Broker Associate _____ Date _____

CA Civil Code Sections 2079.13 through 2079.24 (2079.16 appears on the previous page)

2079.13. As used in this Section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a) “Agent”** means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent’s salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b) “Buyer”** means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. “Buyer” includes a vendee or lessee of real property. **(c) “Commercial real property”** means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d) “Dual agent”** means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e) “Listing agreement”** means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f) “Seller’s agent”** means a person who has obtained a listing of real property to act as an agent for compensation. **(g) “Listing price”** is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller’s agent. **(h) “Offering price”** is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i) “Offer to purchase”** means a written contract executed by a buyer acting through a buyer’s agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j) “Real property”** means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k) “Real property transaction”** means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l) “Single-family residential property” or “single-family residential real property”** means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year’s duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m) “Sell,” “sale,” or “sold”** refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year’s duration. **(n) “Seller”** means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. “Seller” includes both a vendor and a lessor of real property. **(o) “Buyer’s agent”** means an agent who represents a buyer in a real property transaction. **(p) “buyer-broker representation agreement”** means a written contract between a buyer of real property and a buyer’s agent by which the buyer’s agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: (1) The seller’s agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. (2) The buyer’s agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer’s offer to purchase. If the offer to purchase is not prepared by the buyer’s agent, the buyer’s agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the buyer’s agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer’s agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer’s agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller’s agent shall disclose to the seller whether the seller’s agent is acting in the real property transaction as the seller’s agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller’s agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

(Name of Seller’s Agent, Brokerage firm and license number) is the broker of (check one):

- ☐ the seller/landlord; or
☐ both the buyer/tenant and seller/landlord (dual agent)

(Name of Seller’s Agent and license number) is (check one):

- ☐ the Seller/Landlord’s Agent (salesperson or broker associate)
☐ both the Buyer/Tenant’s and Seller/Landlord’s agent (dual agent)

(Name of Buyer’s Agent, Brokerage firm and license number) is the broker of (check one):

- ☐ the buyer/tenant; or
☐ both the buyer/tenant and seller/landlord (dual agent)

(Name of Buyer’s Agent and license number) is (check one):

- ☐ the Buyer/Tenant’s Agent (salesperson or broker associate)
☐ both the Buyer/Tenant’s and Seller/Landlord’s agent (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent’s duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent’s employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** “Confidential information” means facts relating the client’s financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a buyer’s agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender’s approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

EXHIBIT II

DESCRIPTION OF PROPERTIES

Alameda Point Commercial Leases

Bldg	Property	Type	Tidelands	Approx Sq. Ft.
2	1025 W. Midway Ave. (multiple addresses)	Adaptive Reuse (Office/Residential)	No	214,439
3	2651 Lexington St	Adaptive Reuse (Office/Residential)	No	55,327
4	2701 Lexington St	Adaptive Reuse (Office/Residential)	No	228,880
7	851 W. Midway Ave	Adaptive Reuse (R&D/Lab/Office)	No	15,072
10	2221 Lexington St	Adaptive Reuse (R&D/Office)	Yes	17,715
11	1190 W. Tower Ave	Adaptive Reuse (R&D/Warehouse)	No	110,651
12	1050 W. Tower Ave.	Adaptive Reuse (R&D/Warehouse)	No	110,561
14	1800 Ferry Point	Town Center (R&D/Warehouse)	No	31,394
15	1610 Ferry Point	Maritime (Other/Boathouse/Office)	Yes	16,603
16	2600 Saratoga St	Adaptive Reuse (Office/Medical)	No	39,130
18	2700 Saratoga Street	Adaptive Reuse (Former Theater)	No	25,747
19	2175 Monarch St	Adaptive Reuse (Office/Other)	No	20,881
20	2701 Monarch Street	Adaptive Reuse (Hanger)	No	63,972
21	2601 Monarch Street	Adaptive Reuse (Hanger)	No	65,000
22	2501 Monarch St.	Adaptive Reuse (Hanger/Multi-tenant)	No	65,000
24	2301 Monarch Street	Adaptive Reuse (Hanger/Multi-tenant)	No	63,000
25	1951 Monarch Street	Adaptive Reuse (Hanger/Multi-tenant)	No	55,365
29	1701 Monarch Street	Maritime (Other/R&D)	Yes	19,480
30/31	2900 Navy Way Guard House/Sentry House	Adaptive Reuse (Other)	Yes	5,196
32	2451 Saratoga St	Adaptive Reuse (R&D/Warehouse)	Yes	56,640
39	950 W. Tower Ave	Town Center (R&D/Warehouse)	Yes	106,000
41	650 W. Tower	Adaptive Reuse (R&D/Warehouse)	No	118,041
42	2480 Monarch Street	Adaptive Reuse (R&D/Comm Kitchen)	No	2,965
43	2440 Monarch Street	Adaptive Reuse (R&D/Warehouse/Multi-tenant)	No	10,500

44	2400 Monarch Street	Adaptive Reuse (R&D/Warehouse/Multi-tenant)	No	5,073
62	1040 W. Midway Ave	Adaptive Reuse (Office)	No	42,737
63	2650 Monarch St	Adaptive Reuse (Warehouse)	No	5,100
64	1651 Ferry Point	Maritime (Storage)	Yes	986
68	1610 Ferry Point	Maritime (Storage)	Yes	1,600
77	2151 Ferry Point	Town Center (Other/Museum)	No	21,136
92	650 W. Ranger Ave	Town Center (Warehouse)	No	89,018
94	2790 Saratoga St	Adaptive Reuse (Other/Chapel)	No	9,180
Land	751 W. Ranger Ave		No	
113	450 W. Atlantic Ave	Town Center (Warehouse)	Yes	13,115
Land	2450 Saratoga St		No	
Land	2501 Todd St		No	
162	400 W. Atlantic Ave	Town Center (Warehouse)	No	107,029
163	1800 Orion Street	Town Center (Warehouse)	No	12,156
Land	351 W. Ticonderoga Ave		No	
166	1501 Viking Street	Maritime (R&D/Warehouse)	No	55,471
167	1500 Ferry Point	Maritime (R&D/Warehouse)	Yes	53,785
168	1651 Viking Street	Maritime (R&D/Warehouse)	No	146,055
169	1680 Viking Street Suite 101	Enterprise (R&D/Warehouse/Multi-tenant)	No	86,710
170	1770 Viking Street	Enterprise (Warehouse/Multi-tenant)	No	40,000
338	51 West Homet Avenue	Enterprise (Storage)	No	53,200
360	1900 Skyhawk St	Enterprise (R&D/Office)	No	179,070
372	1770 Orion St	Enterprise (R&D/Warehouse)	No	18,513
397	1690 Orion St	Enterprise (R&D/Warehouse)	No	17,335
400	1150 W. Tower Avenue	Adaptive Reuse	No	63,456
400A	1190 W. Tower Ave	Adaptive Reuse (R&D/Warehouse)	No	65,400
410	250 W. Oriskany Ave	Enterprise (Warehouse)	No	34,668
414	1820 Orion St	Enterprise (Warehouse)	No	1,640
525	2751 Todd Street	Adaptive Reuse (Other/Retail)	No	23,208

529	1501 Skyhawk St	Enterprise (Storage)	No	3,200
530	120 W. Oriskany Ave	Enterprise (R&D/Warehouse)	No	82,251
584	1402 Viking St	Maritime (Storage)	No	7,300
608	50 West Homet Avenue	Enterprise (Storage)	Yes	17,789
612	1450 Ferry Point	Maritime (Storage)	Yes	4,000
621	270 W. Ticonderoga Ave	Maritime (Storage)	No	5,770
Land	50 West Oriskany Avenue 51 West Oriskany Avenue		No	229,420
Land	641 W. Redline Ave		No	10,000
Land	1610 Ferry Point		Yes	115,203
Land	Encinal Boat Ramp		Yes	30,388
Land	Pier 1: 1599 Ferry Point Pier 2: 1499 Ferry Point Pier 3: 1399 Ferry Point		Yes	not available
Land	670 West Homet Ave		Yes	31,798.8 land 148,104 submerged
Land	Northwest Territory		Yes	~70 acres
Land	Taxiway H		Yes	not available
Land	Enterprise Lot			not available

Non-AP Commercial Leases

ADDRESS	Type	Tidelands	SQ. FT.
2319 Central Avenue	Retail/Restaurant	no	1850
2317 Central Avenue	Theater/Cineplex	no	32,300
2315 Central Avenue	Retail/Restaurant	no	700
2264 Santa Clara Ave	Other/Former Library	no	11974
1923 Mintum Street	Other/Retail	no	6,500
1925 Mintum Street	Other/Retail	no	1,000
300 Island Drive (@ Doolittle)	Grand View Pavillion	no	9,000
2900 Main Street	Maritime (R&D/Office/Warehouse)	Partially Tidelands	196,020

Non-AP Commercial Tidelands Leases

Ste #	Address		Tidelands	SQ. FT.
Parcels 18-21	1521 Buena Vista Avenue	Marina	yes	318,511
Parcels 23-28	2099 Grand Street	Marina	yes	835,611
Tract 9	2099 Grand Street	Marina	yes	35,545
Parcel 22	1535 Buena Vista Avenue	Marina	yes	463,783
	1144 Ballena Blvd.	Marina	yes	27 acres
	1815 & 2033 Clement Avenue	Marina	yes	378,972

EXHIBIT III**COMMERCIAL BROKERAGE SERVICES –SCOPE OF WORK**

Specific duties to be performed by the Commercial Real Estate Broker (“Broker”), acting as an individual, or part of a Listing Team, related to the Commercial Properties owned or managed by the City of Alameda located in Alameda Point and Other City Properties (collectively “Property Portfolio” or “Properties”) and included in the Exclusive Listing Agreement.

The Broker shall diligently perform its duties under the Scope of Services as appropriate and customary for Properties in each of the Property Types. Broker shall devote sufficient time and effort to ensure that the City’s Property Portfolio is actively marketed in support of the City’s Property disposition strategy through the sale, lease and licensing (“Disposition”) of real property assets.

Broker shall pay, supervise and discharge all its employees, contractors and subcontractors (collectively “personnel”), as necessary. Such personnel shall, in every instance, be the employees or independent contractors of the Broker and not of the City.

A. Marketing and Representation.

- i. Create comprehensive marketing strategies, promotional materials, and leverage Broker’s network to attract potential buyers or tenants to Alameda Point and the City’s Other Properties.
- ii. Meet with City staff quarterly to identify strategic priorities and/or specific Properties to which greater marketing effort will be focused.
- iii. Place appropriate mutually agreed upon signage at Properties that are actively marketed as available. This may include signage at entrances to Alameda Point, windows of buildings, secured to existing fencing on Properties or freestanding.
- iv. Prepare and distribute a standard brokerage flyer, including photos, updated maps, site layout, approximate size, description of improvements and other pertinent information, as it relates to the Property Type of the Property being marketed.
- v. All active Properties shall be listed on one or more online listing services such as Costar/Loopnet/Reonomy, and such listings shall be regularly updated (no less often than quarterly) by Broker.
- vi. All signage, flyers and advertisements must be in compliance with applicable ordinances and regulations and direct inquiries to the Broker.
- vii. Design, printing and distribution or installation of signage and flyers shall be considered a marketing cost borne by the Broker.
- viii. Meet with potential tenants to show properties, including coordinating with the City’s property manager to provide on-site tours. This will include fielding inquiries that come to the City from nontraditional sources (eg businesses that reach out to councilmembers or City offices).
- ix. Participate in development and contribute real estate data, as reasonable and requested, as part of City led marketing, advertising, and leasing campaigns.

B. Market Analysis and Strategy.

- i. Research and present data and analysis of current market trends, property values, and potential returns to inform City, as necessary or requested. Information will be used by City for negotiations, Council and other staff meetings, presentations, marketing and to support negotiations.
- ii. No less often than annually, provide market data and review and recommend revision(s) to listing rates and prices for Properties actively listed for disposition.

C. Negotiation and Transaction Management.

- i. Engage in negotiations on behalf of the City with prospective buyers, tenants and other suitable interested parties to secure favorable terms and protect the City’s interests
- ii. Prepare and review of letters of intent.
- iii. Review and analyze counteroffer terms and utilization of market data to support negotiations and recommendations made to City staff and Council.
- iv. Review and provide comments on staff reports, document drafts, Exhibits, opposing party comments in document negotiation and other communications.
- v. Assist with due diligence efforts, including requesting COIs, income and other financial information, proposed TIs and improvements, and other necessary information.
- vi. Support and facilitate signing and closing of deals to help ensure an efficient and compliant process.

D. Communication and Reporting.

- i. The Broker shall meet at a minimum monthly, either in-person or virtually with City staff, to review status and activity related to the Property Portfolio.
- ii. Communicate with City and property manager regarding improvements needed to properties to increase marketability.

- iii. Provide regular (no less often than monthly) written reports of tours, contacts, activity, and deals under negotiation via email.
- iv. Participate in occasional meetings or workshops with City to formulate and refine general Alameda Point and Property disposition strategy(ies).
- v. Attend Regular and Closed -Session City Council Meetings, as requested, to support Staff's recommendation to authorize lease, sale and other transactions.
- vi. Represent the City in a positive and professional manner in correspondence, interactions and negotiations with interested parties, brokers, businesses, community members, and other industry professionals.
- vii. Participate in City broker events hosted by Economic Development as requested (at least four times per year).
- viii. Intentionally omitted.

E. Strategic Portfolio Prioritization and Use Identification

- i. **Strategic Co-Development of a Priority Matrix:** JLL will partner with City staff in the first 60 days to create a comprehensive Priority Matrix. This process will go beyond simply identifying buildings to market; it will involve a collaborative analysis to define the ideal target uses for each priority property or district, such as the Enterprise District. We will leverage our tenant-informed market intelligence to identify industries with the highest growth potential and greatest synergy with the City's vision for job creation. This ensures our marketing efforts are laser-focused from day one.

F. Pre-Development & Transaction Acceleration Services

A major challenge for tenants and developers considering the adaptive reuse of older properties is the uncertainty surrounding building condition and renovation costs. If desired by the City, JLL can integrate our in-house Project and Development Services (PDS) team to provide the City with critical pre-transaction support such as base building evaluations and conceptual test-fit services, subject to an additional cost agreed to by the parties, as applicable.

G. Proactive, Targeted Marketing and Community Building

To augment the standard marketing activities, we propose a more dynamic and immersive approach rooted in our placemaking philosophy:

- i. **Quarterly Marketing Blitz for Priority Properties:** For each priority property identified in our matrix, we will execute a quarterly "blitz" that goes beyond standard flyers and online listings. This includes:
 - a) **Targeted Digital and Content Campaigns:** Developing and deploying specific marketing content (e.g., articles, videos, social media campaigns) focused on the target industry for that property.
 - b) **Direct Proactive Outreach:** A commitment to a specific number of direct outreach calls and emails to prospective tenants and tenant-rep brokers in our proprietary databases who specialize in the target sector.
- ii. **Industry-Specific Broker and Tenant Events:** In partnership with the City, JLL will co-host industry specific events at Alameda Point. These events will not be generic broker open houses, but curated gatherings designed to attract decision-makers from key sectors like advanced manufacturing, maritime technology, or life sciences. This builds a sense of community, showcases the City's vision directly to target users, and positions Alameda Point as an active and collaborative ecosystem.

EXHIBIT IV

AGENT'S COMPENSATION

I. Agent's Compensation:

- A. New Leases and Expansions: As set forth in Schedule I to this Exhibit IV.**
- B. Renewals and Extensions: As set forth in Schedule I to this Exhibit IV.**
- C. Sales: As set forth in Schedule I to this Exhibit IV.**

As used herein, the term "Gross Proceeds" means the total fair market value of the gross consideration (including without limitation, cash, notes, securities, property, obligations or mortgages assumed or taken subject to, and any other form of consideration) to be received by City and/or its investors in connection with the sale transaction. Gross Proceeds shall include any portion of the purchase price placed in escrow or subject to a holdback as part of the transaction but shall not be adjusted by any fees, prorations or closing expenses. For purposes of this Agreement, the term "sale transaction" shall include a direct or indirect transaction with respect to the Property or of the interests in any entity holding title to the Property, whether accomplished through a sale, merger, consolidation or otherwise; any direct or indirect transaction with respect to a partial ownership interest in the Property; or any capital investment structured as a financing, joint venture or any combination thereof. In no event, however, shall a sale transaction be deemed to have occurred if it does not close for any reason; and in such case JLL shall not be entitled to any commission in respect of such sale transaction.

For sale transactions, the commission will become due and payable by City upon consummation of the transaction, whether or not through the efforts of JLL, provided City has entered into a letter of intent or definitive agreement for the transaction during the term of this Agreement. In addition, if City enters into a letter of intent or definitive agreement for a transaction within 180 days following the expiration or sooner termination of this Agreement with one or more of the prospective parties contacted by JLL while performing its services under this Agreement (or an affiliate, successor or assign of any of them), and such transaction subsequently closes within three (3) years of the expiration or earlier termination of this Agreement, City shall be obligated to pay JLL the sale commission determined in accordance with the terms of this Agreement upon the closing of the transaction. Notwithstanding the foregoing, if, at the end of such 180-day period active negotiations are continuing with respect to any transaction without material interruption, then the 180-day period shall be extended as to such transaction until the transaction is consummated, or such negotiations have terminated. JLL shall deliver a written list of all such prospective parties to City no later than ten (10) business days after the expiration or termination of this Agreement.

II. Time of Payment:

For new leases, 50% of the commission shall be due and payable upon execution of the lease by City and the prospective tenant; and the remaining 50% of the commission shall be due and payable on (i) for retail properties, the scheduled rent commencement date of the lease set forth in the lease, and (ii) for all other properties, the earlier of: (x) the date of tenant occupancy or (y) the date on which the first payment of rent is due (exclusive of any rent paid on execution or rent credits given by the City in lieu of tenant improvement dollars). For purposes of clarity in determining the date on which the second half of the commission shall be due and payable, the date of the first rent payment shall be deemed to occur upon the expiration of any rent abatement period but shall not be influenced by the expiration of any rent credit period. City may request flexibility in date of payment to spread over 2 fiscal years (i.e. to pay in July versus June) so long as commission payments are not paid more than 30 days from the original due date.

For expansions, renewals and extensions, 100% of the commission shall be due and payable upon execution of the lease amendment or other definitive document evidencing such transaction by City and the tenant.

City shall pay all commissions payable with respect to lease transactions within thirty (30) days of the date of JLL's invoice to City for same.

For sales, 100% of the commission shall be due and payable upon the closing of the transaction, through escrow.

Payment of any commission shall be deemed City's acknowledgment that all conditions for such payment, and only such payment, have been satisfied.

III. Standard Market Leasing Commission Rates:

As set forth in Schedule I to this Exhibit IV.

For purposes of this Agreement "Base Rent" shall mean the base rent payable by the tenant under the lease. The following shall be excluded from Base Rent:

- a) Any free rent or other abatement of rent allowed by City (however, for purposes of calculating the commission payable to JLL such free rent or abatement shall be amortized over the initial term of the lease and deducted in equal annual installments from the Base Rent otherwise due and payable during such initial term);
- b) Amounts payable, by reason of rent inclusion or otherwise, for electricity, or after-hours utilities, utility services, heat and/or air-conditioning or other services;
- c) Payments by tenant of any additional rent escalation charges, for operating expenses (including management recovery cost) of the Property; real estate taxes; wage or labor rate escalation payments, cost of living increases or any other similar payments; or any lease cancellation payments; and
- d) Any moving costs of tenant paid by City or credited to tenant.

SCHEDULE I TO EXHIBIT IV
COMPENSATION SCHEDULE

Exhibit IV

Commission Schedules (Sections 4.a - 4.e are for the industrial/advanced manufacturing properties that The City of Alameda owns)									
Section 4.a	Sale of building or property to a for-profit entity								
	Note: In the event there is a large scale portfolio sale of buildings, JLL and the City of Alameda can reevaluate the fee on a case by case basis.								
	With Procuring Broker					Without Procuring Broker			
	Sale Price	Listing Fee	Procuring Broker Fee		Total Broker Fees	Sale Price	Listing Fee		
	\$0-\$10,000,000		2.75%	2.75%	5.50%	\$0-\$10,000,000		3.75%	
	\$10,000,001-\$20,000,000		2.25%	2.25%	4.50%	\$10,000,001-\$20,000,000		3.25%	
	\$20,000,001+		1.25%	1.25%	2.50%	\$20,000,001+		2.25%	
	Note: In the event that the City of Alameda enters into a transaction to trade land to a developer in exchange for the developer upgrading the infrastructure then the fee shall follow the same schedule as Section 4.a and the "sale price" will equal the value of the land being traded. Example: If the City of Alameda is trading \$15M worth of land in exchange for \$15M worth of infrastructure upgrades then the "Sale price" shall be \$15M.								
Section 4.b	New lease of building or property to a for-profit entity								
	With Procuring Broker					Without Procuring Broker			
	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	
	Paid Base Rent Years 1-5	2.50%	5.00%	7.50%	Paid Base Rent Years 1-5	5.00%			
	Paid Base Rent Years 6-10	1.25%	2.50%	3.75%	Paid Base Rent Years 6-10	2.50%			
	Paid Base Rent Years 11+	0.63%	1.25%	1.88%	Paid Base Rent Years 11+	1.25%			
Section 4.c	Lease renewal/exercised option to a for profit entity								
	With Procuring Broker					Without Procuring Broker			
	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	
	Paid Base Rent Years 1-5	1.25%	2.50%	3.75%	Paid Base Rent Years 1-5	2.50%			
	Paid Base Rent Years 6-10	0.63%	1.25%	1.88%	Paid Base Rent Years 6-10	1.25%			
	Paid Base Rent Years 11+	0.31%	0.63%	0.94%	Paid Base Rent Years 11+	0.63%			
Section 4.d	Lease or sale to nonprofit or community service								
	Please refer to sections 4.a-4.c as this follow the same commission schedule.								
Section 4.e	Lease or sale where buyer / lessee is represented by the same brokerage firm (dual representation)								
	Please refer to sections 4.a-4.d as this follows the same commission schedule								
Section 4.f	Any variation in commission rates for different types of properties if applicable								
	Retail - New Lease								
	With Procuring Broker					Without Procuring Broker			
	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	
	Paid Base Rent Years 1-5	3.00%	3.00%	6.00%	Paid Base Rent Years 1-5	6.00%			
	Paid Base Rent Years 6-10	2.00%	2.00%	4.00%	Paid Base Rent Years 6-10	4.00%			
	Paid Base Rent Years 11+	1.00%	1.00%	2.00%	Paid Base Rent Years 11+	2.00%			
	Retail - Renewal								
	With Procuring Broker					Without Procuring Broker			
	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	
	Paid Base Rent Years 1-5	1.50%	1.50%	3.00%	Paid Base Rent Years 1-5	3.00%			
	Paid Base Rent Years 6-10	1.00%	1.00%	2.00%	Paid Base Rent Years 6-10	2.00%			
	Paid Base Rent Years 11+	0.50%	0.50%	1.00%	Paid Base Rent Years 11+	1.00%			
	Office - New Lease								
	With Procuring Broker					Without Procuring Broker			
	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees	
	Paid Years 1-5	\$1.00 per square foot	\$2.00 per square foot	\$3.00 per square foot	Paid Years 1-5	\$2.00 per square foot			
	Paid Years 6-10	\$0.50 per square foot	\$1.00 per square foot	\$1.50 per square foot	Paid Years 6-10	\$1.00 per square foot			
	Paid Years 11+	\$0.25 per square foot	\$0.50 per square foot	\$0.75 per square foot	Paid Years 11+	\$0.50 per square foot			
	Office - Renewal								
With Procuring Broker					Without Procuring Broker				
Listing Side Fee	Procuring Broker Fee		Total Broker Fees	Listing Side Fee	Procuring Broker Fee		Total Broker Fees		
Paid Years 1-5	\$1.00 per square foot	\$2.00 per square foot	\$3.00 per square foot	Paid Years 1-5	\$2.00 per square foot				
Paid Years 6-10	\$0.50 per square foot	\$1.00 per square foot	\$1.50 per square foot	Paid Years 6-10	\$1.00 per square foot				
Paid Years 11+	\$0.25 per square foot	\$0.50 per square foot	\$0.75 per square foot	Paid Years 11+	\$0.50 per square foot				
Yard/Land Space									
Please refer to sections 4.a-4.d as this follows the same commission schedule									
Pier Space									
Commissions structure will be dependent on the rental structure that the City of Alameda chooses.									

EXHIBIT V

DATA PRIVACY ADDENDUM

This Data Privacy Addendum (“**Addendum**”) is incorporated into and amends the Agreement (as defined below). Client and JLL (including any member(s) of the Jones Lang LaSalle corporate group that is or are party to the Agreement) agree as follows:

1. DEFINITIONS

“**Agreement**” means the agreement for the provision of services by JLL to the Client to which this Addendum is attached (including, without limitation, all statements of work, amendments, addenda (including this Addendum), schedules, and attachments thereto).

“**Authorized Sub-processors**” means entities JLL engages to provide services for Client that Client has approved to perform the services.

“**Client**” means the “Client” under the Agreement.

“**Controller**” means the party that determines the purpose and means of processing personal information.

“**Data Privacy Laws**” includes any laws, regulations, and secondary legislation, and orders and industry standards implementing or supplementing such provisions, concerning privacy or data protection in any municipality, state, province or country.

“**Personal Information**” means any information relating to an identified or identifiable natural person controlled by Client or provided to JLL by Client. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” and “**Processing**” means any operation performed upon Personal Information such as collection, organization, storage, alteration, retrieval, use, dissemination, erasure or destruction.

2. USE OF PERSONAL INFORMATION AND HANDLING RESTRICTIONS

Where required by applicable Data Privacy Laws, JLL will be data processor and Client will be the data Controller for all Personal Information. Client will ensure that all privacy notices required to enable JLL and any Authorized Sub-processors to carry out their obligations in relation to the Personal Information are provided to the relevant data subjects. Client will ensure that any Personal Information transferred to JLL can be lawfully Processed by JLL or any authorized sub-processors.

JLL acknowledges that it provides services as specified in, or otherwise performed pursuant to the Agreement (“**Services**”). JLL will only Process Personal Information on Client’s instructions and solely as necessary for JLL to perform the Services and its obligations under this Addendum or to perform another business purpose as permitted under applicable Data Privacy Laws. JLL will not Process Personal Information for any other purpose and, will not, alone or jointly with others, determine the purposes or means of Processing the Personal Information. For the avoidance of doubt, JLL must keep confidential all Personal Information and must not sell, resell, share, lease, assign, rent, sublicense, distribute, transfer, disclose, time-share or otherwise exchange Personal Information (or any portion thereof) for any reasons (whether or not for monetary or other consideration), except to the extent that a disclosure or transfer is required by law or is reasonably required by JLL to facilitate its business or maintain its infrastructure. The acts or omissions of JLL’s affiliates (including its employees, agents, representatives, contractors and subcontractors) regarding Personal Information are deemed the acts or omissions of JLL. The parties agree that any transfer or disclosure of Personal Information between Client and JLL under the Agreement is not for monetary or other valuable consideration and therefore does not constitute a sale of Personal Information.

JLL must not combine the Personal Information that it receives from Client with any personal information that it receives from any other person or entity (or collects from its own interaction with consumers).

To the extent the Services involve cross-border transfers of Personal Information by JLL, JLL must ensure that such transfers comply with applicable Data Privacy Laws.

JLL will maintain records and information that demonstrate its compliance with all applicable Data Privacy Laws and the requirements of this Addendum and will make all such records and information available to Client or an auditor Client selects for the purpose of auditing JLL’s compliance. Such audits are limited to one per 12-month period. JLL agrees that Client may take other reasonable and appropriate steps to ensure that JLL Processes Personal Information in accordance with Data Privacy Laws and the terms of the Agreement. Immediately upon written notice to JLL, Client may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information by JLL or any third party to whom JLL has disclosed the Personal Information.

3. DETAILS OF PROCESSING

The **subject matter and duration** of Processing are set out in the Agreement, including this Addendum. Processing ceases upon termination or expiration of the Agreement and any retention periods required under local law.

The **purpose** of Processing is to perform the Services and the **nature** of Processing will consist of using, recording, editing, storing, and accessing Personal Information, for the purpose of performing Services under the Agreement.

Categories of individuals whose Personal Information may be Processed, unless otherwise defined elsewhere in the Agreement, may include the following in respect of Client: employees, contractors, vendors, building occupants / tenants / landlords / visitors, and others, and the representatives of each.

The **obligations and rights** of JLL are set out in the Agreement, including this Addendum.

If Art. 28(3) of the General Data Protection Regulation (“GDPR”) or other Data Privacy Law obliges the Parties to agree on certain details of Processing, then the Parties will enter into the Standard Contractual Clauses required under GDPR and set out written details of Processing.

4. ACCESS LIMITATIONS

JLL will endeavor to provide access to Personal Information to those personnel who have a need to know to enable JLL to perform its obligations under the Agreement, and who have agreed in writing to comply with the requirements of this Addendum as if they were JLL. JLL will obtain Client’s prior written authorization before appointing any third party to Process Personal Information, except for third parties necessary to facilitate JLL’s business operations or infrastructure support, and will ensure that arrangements with any such third party are governed by a written contract including terms that offer at least the same level of protection for Personal Information as those set out in this Addendum, and which meet the requirements of applicable Data Privacy Laws.

JLL will, in accordance with any written request from Client, delete or return Personal Information (and ensure that any third parties it engages do the same) at the end of the provision of the Services for which the Personal Information was Processed. JLL may retain copies of Personal Information only to the extent required by, and in accordance with any legal or regulatory requirements or any guidance issued by a supervisory authority relating to deletion or retention.

5. COMPLIANCE WITH DATA PRIVACY LAWS

JLL will provide Client with all reasonably requested assistance and cooperation to enable Client to comply with its obligations under the Data Privacy Laws arising under the Agreement, including cooperating with Client to respond to any individuals’ requests, inquiries, or assertion of rights under the Data Privacy Laws with respect to Personal Information. JLL must provide its assistance within any reasonable timeframe specified by Client. If JLL receives a request directly from an individual or legal / regulatory authority concerning Personal Information, JLL must, to the extent not prohibited by applicable law or any regulatory authority, promptly forward the request to Client for handling, direct the individual to submit the request as indicated in Client’s privacy statement, and cooperate with any Client instructions regarding the request.

6. PRIVACY PROTECTION

Without in any way limiting any requirements or provisions of the Agreement or this Addendum, JLL warrants that it has adopted and implemented, and will maintain for as long as this Addendum is in effect or as long as JLL Processes Personal Information (whichever is later), technical and organizational measures to protect all Personal Information against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. JLL will promptly provide to Client upon written request a written description of the technical and organizational security measures JLL has implemented to comply with this section. JLL will encrypt Personal Information during transmission using industry standard protocols and also encrypt at rest any high risk (sensitive) Personal Information (as defined by applicable Data Privacy Laws). JLL will implement and maintain security measures, procedures, and practices appropriate to the nature of Personal Information and adequate under the Data Privacy Laws to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure (“**Privacy / Security Incident**”). JLL will inform Client without undue delay when it becomes aware of any actual or suspected Privacy / Security Incident unless the incident is unlikely to result in a risk to the rights and freedoms of the individuals concerned and will timely provide all information and cooperation reasonably requested by Client. JLL will promptly take reasonable measures and actions necessary to remedy or mitigate the effects of the Privacy / Security Incident and will keep Client informed of all material developments in relation to it. Unless applicable law requires, JLL will not notify any third party other than JLL’s insurers or professional advisers or regulatory authority of an actual or suspected Privacy / Security Incident without Client’s prior written authorization.

7. COMPLIANCE

JLL will comply with all Data Privacy Laws in the fulfilment of its obligations and otherwise in its rendering of Services to Client. JLL represents and warrants that it has implemented written guidelines to ensure its compliance with its obligations under this Addendum and will provide those written guidelines to Client on request.

8. PUBLIC RECORDS ACT

Both Parties acknowledge that City is subject to the Public Records Act (Gov. Code, § 6250, et seq.) (“PRA”) and other laws which may require the release of confidential information. City may comply with this Data Privacy policy only to the extent it does not conflict with any legal obligations of City. City shall notify JLL if City receives a public records request for, or any other notice or order compelling the disclosure of, confidential information governed by this Data Privacy policy and for which City believes it may be required to disclose the same. Such notice to JLL shall be

given prior to City's disclosure and with at least five (5) business days' notice to allow JLL to seek a protective order or other proper relief. JLL shall defend, indemnify, and hold City harmless from any failure by JLL to disclose records under the PRA or any related sunshine laws, or any claim against the City related to, or arising from, the same.

9. GENERAL

Except as expressly set forth in this Addendum, the terms of the Agreement shall remain unmodified and in full force and effect. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. If applicable law requires survival of any terms of this Addendum, such terms will survive after expiration or termination of the Processing. This Addendum is part of and governed by the terms and conditions of the Agreement.