

SIXTH AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS SIXTH AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Fifth Amendment") is made effective as of _____, 2023 by and amongst the City of Alameda, a California municipal corporation ("City"), and Brookfield Bay Area Holdings LLC, a Delaware limited liability company ("Brookfield") and Catellus Development Corporation, a Delaware corporation ("Catellus") (individually and/or collectively, "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 October 6, 2020 (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 that is subject to the Original Agreement as amended herein is the West Midway development area (the "Property") as depicted in the Original Agreement, for the planned development of a mixed-use, mixed-income residential neighborhood on the Property.
- B. Pursuant to Section 4 of the Original Agreement, the parties allotted the initial six (6) months of the Initial Term to negotiate a proposed Term Sheet (as defined in the Original Agreement).
- C. Pursuant to Section 1 of the Original Agreement, the Initial Term (as defined in the Original Agreement) commenced on the date the City Council approved the Original Agreement, which approval occurred on October 6, 2020. Therefore, the Initial Term originally extended to April 6, 2022.
- D. Pursuant to Section 4 of the Original Agreement, the City and Developer amended the Original Agreement to confirm the Initial Term and extend the period for negotiating the Term Sheet to October 6, 2021 ("First Amendment").
- E. The City and Developer further amended the Original Agreement to extend the period for negotiating the Term Sheet to January 6, 2022, with an additional option for the City Manager to extend the negotiation period to April 6, 2022 ("Second Amendment").
- F. The City and Developer further amended the Original Agreement to extend the period Initial Term and the period for negotiating the Term Sheet to July 6, 2022 ("Third Amendment").
- G. The City and Developer further amended the Original Agreement to extend the Initial Term to January 6, 2023 ("Revised Term") and the period for negotiating the Term Sheet to January 6, 2023, with two additional options for the City Manager to extend the Revised Term by three months, up to July 6, 2023 ("Fourth Amendment").

H. The City and Developer further amended the Original Agreement to extend the Term to July 19, 2023 ("Fifth Amendment").

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. Paragraph 1 of the Original Agreement ("Term") is modified to read as follows:

The Term of this Agreement shall commence on the date City Council approves this Agreement (the "Effective Date") and shall terminate on the effective date of the West Midway Disposition and Development Agreement or October 6, 2023, whichever date should occur first (the "Term"). The City Manager may grant an administrative extension of the term of the this Agreement beyond October 6, 2023, if the City Manager determines that it is in the best interests of the City of Alameda to delay the Second Reading of the Disposition and Development Agreement (DDA) currently planned for September 5, 2023 consistent with the first paragraph of Section 16.18 of the DDA (first reading approved on July 18, 2023).

2. 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.

4. This Sixth 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

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

[Signatures on following page]

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

CITY:

CITY OF ALAMEDA,
a California municipal corporation

By: _____
Name: Jennifer Ott
Title: City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Name: Andrew Thomas
Title: Interim Base Reuse and Economic Development Director

APPROVED AS TO FORM:

By: _____
Name: Len Aslanian
Title: Assistant City Attorney

DEVELOPER:

BROOKFIELD BAY AREA HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: Josh Roden
Title: President

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____
Name: Tom Marshall
Title: EVP