

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 that certain Disposition and Development Agreement for Alameda Point-Site A dated as of August 6, 2015, as previously refined/clarified by the applicable Operating Memoranda ("DDA"), whereby the City agreed to, inter alia, convey to the Developer the 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.
- B. In accordance with the Section 18.16 of the DDA, the City and the Developer have entered into three 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 and security for the Sports Complex Payments, and clarifying the timing of payments to the City related to Ferry Terminal costs.
- C. The DDA requires that the Developer take title to the Phase 1 Transfer 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 Transfer Property by one hundred twenty (120) days.
- E. 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 1 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, other than item 20 of the Milestone Schedule

(commencement of construction of the Phase 1 Infrastructure) which is hereby extended to May 11, 2017, must be met on the original date contemplated.

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 effective as of the Effective Date.

**CITY OF ALAMEDA**


By: \_\_\_\_\_  
Jill Keimach  
City Manager


Date: \_\_\_\_\_  
Attest:           **Recommended for Approval:**

\_\_\_\_\_  
Lara Weisiger, City Clerk

  
\_\_\_\_\_  
Jennifer Ott, Base Reuse Director

**Approved as to Form:**

  
\_\_\_\_\_  
Farimah F. Brown  
Senior Assistant City Attorney

  
\_\_\_\_\_  
Andrico Q. Penick 12/21/16  
Assistant City Attorney

Authorized by City Council Ordinance No. \_\_\_\_\_

*Signatures continue on next page*

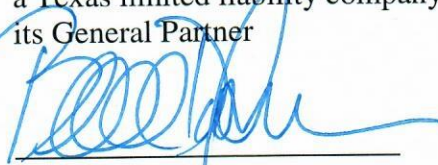
**ALAMEDA POINT PARTNERS, LLC,**  
a Delaware limited liability company

By: Alameda Point Investments, 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: BRUCE N. DORFMAN

Title: MANAGER