

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF SAN LEANDRO AND JONES LANG LASALLE
BROKERAGE, INC. FOR MARKETING ASSISTANCE FOR SALE OF CITY
PROPERTIES FOR DEVELOPMENT**

This Amendment No. 2 (“Amendment”) is made by and between the City of San Leandro (“City”) and Jones Lang LaSalle Brokerage, Inc. (“Consultant”) (sometimes referred to herein as the “Parties”) as of December 19, 2022, and amends that certain Consulting Services Agreement between the Parties dated February 11, 2015, as amended by Amendment No. 1 to Consulting Services Agreement dated November 15, 2016 (as amended, the “Agreement”).

RECITALS

WHEREAS, the City and the Successor Agency to the Redevelopment Agency of the City of San Leandro (“Successor Agency”) have entered into a Purchase and Sale Agreement and Joint Escrow Instructions with Beam Development, LLC (“Purchaser”) dated November 6, 2017, as amended (as amended, the “PSA”), for the sale of the real property located at 212 Davis Street, 222 Davis Street, 250 Davis Street, 262 Davis Street, 290 Davis Street, and 119 E. 14th Street, San Leandro, California (the “Town Hall Square Properties”); and

WHEREAS, the Fifth Amendment to PSA provides that in connection with Purchaser’s purchase of the Town Hall Square Properties, the Purchaser will be given a right to resell the land to the City if the Purchaser does not receive development approvals for the project proposed to be constructed on the Town Hall Square Properties, or such development approvals are challenged through litigation (the “Put Option”); and

WHEREAS, the Fifth Amendment to PSA provides that in order to ensure that there will be sufficient funds for the City’s repurchase of the Town Hall Square Properties pursuant to the Put Option, the purchase price proceeds will be held in an escrow account until the City’s repurchase of the Town Hall Square Properties or the Put Option has expired or terminates; and

WHEREAS, the Parties desire to provide that if the sale of the Town Hall Square Properties closes on or prior to December 31, 2022, one-half of the commission to be paid to Consultant will be paid concurrently with the close of escrow for such sale, and the remaining portion of the commission will be paid to Consultant at the first to occur of (a) the time that the Put Option expires and City receives or is eligible to receive its share of the purchase price proceeds from the escrow, or (b) if the City and Successor Agency repurchase the Town Hall Square Properties pursuant to the Put Option Agreement, at the time that the Town Hall Square Properties are resold to another purchaser.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Compensation for Town Hall Square Properties. The following is hereby added to the end of Section 2.1 of the Agreement:

“Notwithstanding the foregoing, in the event that the sale of the Town Hall Square Properties to Purchaser closes escrow on or before December 31, 2022, one-half of the commission due to Consultant pursuant to this Agreement (based on the purchase price for such closing) shall be paid from the purchase price proceeds through the escrow. The remaining portion of the commission due to Consultant pursuant to this Agreement shall be paid to Consultant as follows:

(a) If the Put Option expires or terminates, and the Town Hall Square Properties have not been repurchased by City, the remaining one-half of the commission due to Consultant pursuant to this Agreement shall be payable to Consultant not later than the time that the sales price proceeds are withdrawn from the escrow and distributed to the City (or such earlier time as the City is eligible to do so).

(b) If the City reacquires the Town Hall Square Properties pursuant to the Put Option, the Agreement shall remain in effect with respect to the City’s resale of the property, and Consultant shall continue to perform the services set forth in this Agreement, subject to compliance with the requirements of the Surplus Land Act (Government Code Section 54220, et seq.), and the remaining portion of the commission due to Consultant pursuant to this Agreement (based upon the purchase price for the City’s resale of the Property to another purchaser) shall be payable upon the close of escrow for the City’s resale of the Town Hall Square Properties.

In the event that the sale of the Town Hall Square Properties does not close escrow on or before December 31, 2022, this Agreement shall remain in effect with respect to the Town Hall Square Properties, Consultant shall continue to perform the services set forth in this Agreement, subject to compliance with the requirements of the Surplus Land Act, and Consultant shall be entitled to the commission in such amounts and times as are set forth in this Agreement.”

2. Other. Except as provided above, all other terms of the Agreement shall remain in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. In case of any inconsistency between this Amendment and any other provisions of the Agreement, the provisions of this Amendment shall control.

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

CITY:

CITY OF SAN LEANDRO,
a California charter city

By: DocuSigned by:
Fran Robustelli
C063G023AF624E3...
Frances M. Robustelli, City Manager

ATTEST:

By: DocuSigned by:
Kelly B. Clancy
F21D2CCCC7F54D6...
Kelly B. Clancy, Acting City Clerk



APPROVED AS TO FORM:

By: DocuSigned by:
Richard Pio Roda
7B41538E6D5E470...
Richard D. Pio Roda, City Attorney

CONSULTANT:

JONES LANG LASALLE BROKERAGE, INC.

By: DocuSigned by:
Trent Barnby
4E3D628D52E6417...
Its: SMD