

**AMENDMENT NO. 1 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. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Jones Lang LaSalle Brokerage, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of November 15, 2016, and amends that certain Consulting Services Agreement ("Agreement") dated February 11, 2015, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to marketing of the City-owned property located at Callan and Hyde Streets; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and include nine (9) additional properties located at 119 E. 14th Street, 212 Davis Street, 222 Davis Street, 250 Davis Street, 262 Davis Street, 290 Davis Street, 2101 Marina Boulevard, 1595 Washington Avenue, and 268 Parrott Street.

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

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term to January 31, 2018; and

2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed Five Percent (5%) of Gross Proceeds for the City-owned property located at Callan & Hyde Streets, and Three Percent (3%) of Gross Proceeds for the City-owned properties located at 119 E. 14th Street, 212 Davis Street, 222 Davis Street, 250 Davis Street, 262 Davis Street, 290 Davis Street, 2101 Marina Boulevard, 1595 Washington Avenue, and 268 Parrott Street, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement; and

3. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read:

A. Sale:

Compensation for the disposition engagement is anticipated to be paid by Client as the seller.

	Broker(s)/Fee(s)	Fee(s)
Sale	Agent <u>without</u> a cooperating broker ¹	5% (Callan/Hyde only) 3% (all other properties)
Sale	Agent <u>with</u> a cooperating broker ¹	5% (Callan/Hyde only) Cooperating Broker: 1% Agent: 4% 3% (all other properties) Any buyer that is represented by a cooperative broker shall compensate that broker.

The commission rates set forth herein are applicable to the gross sales price received by Client, which means the total consideration received by Client from the purchaser for the sale of the Property pursuant to the purchase and sale agreement, including any amount of purchase financing that Client may provide to the purchaser.

4. All other terms shall remain in full force and effect.

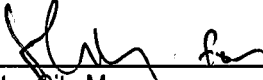
This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

JONES LANG LASALLE BROKERAGE, INC.

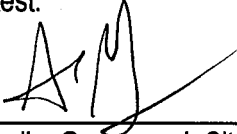


Chris Zapata, City Manager



Larry Bell, Vice President

Attest:



Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:



David Baum, Finance Director

N/A – to be paid from sale proceeds prior to distribution
Account Number

Approved as to Form:



Richard D. Pio Roda, City Attorney

(2015)