FIRST (ADMINISTRATIVE) AMENDMENT
TO
REAL PROPERTY SALE AGREEMENT
(Coliseum Complex – City's Interest)

THIS FIRST (ADMINISTRATIVE) AMENDMENT TO REAL PROPERTY SALE AGREEMENT (Coliseum Complex – City's Interest) (this "**First Amendment**") is dated and effective as of September 23, 2024 (the "**First Amendment Effective Date**"), by and between the City of Oakland, a municipal corporation ("**City**"), and Oakland Acquisition Company, LLC, a Delaware limited liability company ("**Purchaser**").

RECITALS

This First Amendment is entered into upon the following facts, understandings and intentions of the City and Purchaser, sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**":

A. The City and Purchaser entered into that certain Real Property Sale Agreement (Coliseum Complex – City's Interest) dated as of August 31, 2024 (the "**Original Agreement**"), with respect to the purchase and sale of the City's fifty percent (50%) undivided interest in certain real property located at 7000 Coliseum Way, Oakland, California (the "**Property**"), as more particularly described in the Original Agreement.

B. The City and Purchaser desire to administratively amend the Original Agreement as set forth herein.

C. Except as necessary, the Original Agreement, as amended by this First Amendment shall hereinafter be referred to as the "**Agreement**".

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the City and Purchaser agree as follows:

1. Definitions. All capitalized terms used herein shall have the definitions given to them in the Agreement, unless otherwise expressly provided herein.

2. Amended Recital. Recital N of the Original Agreement is hereby amended to delete the following definition: "(the "Purchase Price")".

3. Amended Section 2.2. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.2 Purchase Price. The sum of One Hundred Ten Million Dollars ($110,000,000) (the "**Purchase Price**") is payable in lawful money of the United States of America within the City's fiscal year 2024-2025 pursuant to the schedule below:

Payment Number	Evidence of Funds	Payment Date	Payment Amount
Deposit	September 1, 2024	September 1, 2024	$5,000,000

Payment One	October 7, 2024	November 7, 2024	$10,000,000
Payment Two	February 3, 2025	May 30, 2025	$95,000,000
Note: *Purchaser shall make Additional Payments in the amount of Fifteen Million Dollars ($15,000,000) post-Closing pursuant to Section 8.9 of the Agreement (see Section 5 of this First Amendment below).*			

The first payment above shall be the "**Deposit**" and Payment One shall be referred to herein as the "**Pre-Closing Payment**" and Payment Two shall be referred to herein as the "**Closing Payment**". One Hundred Dollars ($100) of the Deposit ("**Independent Consideration**") shall not be refundable under any circumstance. The Deposit, delivered directly to the City, became nonrefundable upon payment, except that the Deposit, less the Independent Consideration may be refunded in the event of a City Event of Default as defined and described in Section 15 below. Purchaser shall provide evidence reasonably acceptable to the City of the availability of funds reserved for the transaction ("**Evidence of Funds**") in accordance with the schedule set forth above. The Pre-Closing Payment shall be delivered into Escrow pursuant to an escrow agreement reasonably acceptable to Purchaser, the City and Escrow Holder. Except as provided in Section 6.2, Section 7.1.4(d)(ii), Section 15.2(a), and Section 16.2(a) below, the Pre-Closing Payment shall remain in Escrow and shall be released from Escrow to the City at Closing. All payments from Purchaser are to be in Immediately Available Funds.

4. Amended Section 6. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

6. No Due Diligence and Financing Contingencies; Early Termination.

6.1 This Agreement does not, and shall not be deemed to, include due diligence or financing contingencies.

6.2 Purchaser may terminate this Agreement by delivering written notice to the City on or before 5:00 p.m. (Pacific Time) on November 6, 2024, whereupon the City shall retain the Deposit, the Pre-Closing Installment Payment shall be released from Escrow to Purchaser and neither Party shall have any rights or obligations under this Agreement, except those provisions of this Agreement that expressly provide that they survive the termination of this Agreement.

5. Amended Section 7.1.4. Section 7.1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.1.4 (a) At the election of Purchaser and subject to any necessary approvals of the County and the JPA and to the extent permitted under the Bond-Related Documents ("**Early Defeasance Approvals**"), the City shall cooperate with Purchaser to cause the early defeasance, retirement or other discharge of the Arena Bond Debt ("**Early Defeasance**") and Closing at no additional cost, expense or liability to the City.

(b) If Early Defeasance Approvals are obtained, then notwithstanding anything to the contrary in Section 7.1.2 of this Agreement, Purchaser shall pay all Early Defeasance costs, including the full amount of the final Arena Bond Debt payment (collectively, the "**Early Bond Defeasance Costs**"), at the time the final Coliseum Bond

Debt payment is made (the "**Early Bond Defeasance Cost Due Date**"), so that the defeasance process may be completed for the Coliseum Bond Debt and Arena Bond Debt at the same time. Such process includes the termination and release of the Bond-Related Documents from the Property.

(c) If the City obtains the Early Defeasance Approvals and Purchaser pays the Early Bond Defeasance Costs on the Early Bond Defeasance Cost Due Date, then the City shall cooperate with the County and the JPA to obtain Early Defeasance and the termination and release of the Bond-Related Documents with the goal to have the Closing occur in May 2025.

(d) If the City is unable to obtain the Early Defeasance Approvals, it shall not constitute, nor be deemed to be, a City Event of Default, and shall be referred to herein as "**No Fault**". The Purchaser may either (i) delay the Closing until 2026, but not delay payment of the Closing Payment, or (ii) terminate this Agreement by written notice to the City, in which case the City shall retain the Deposit and the Pre-Closing Payment shall be released from Escrow to Purchaser. If the Agreement is terminated due to the No Fault, the Purchaser shall execute such documents as are reasonably required to evidence the Purchaser's release of all interest in the City's Interest. Thereafter, neither Party shall have any rights or obligations under this Agreement, except those provisions of this Agreement that expressly provide that they survive the termination of this Agreement.

(e) If the City obtains the Early Defeasance Approvals, but Purchaser fails to pay the Early Bond Defeasance Costs on the Early Bond Defeasance Due Date, then such failure shall be deemed to be a Purchaser Event of Default pursuant to Section 16.1 of this Agreement, the City shall have the remedies provided in Section 16.2(a) and (b) of this Agreement and the City shall have no further obligation to pursue Early Defeasance.

6. Amended Section 8.2. Section 8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

8.2 Fee Simple Title. On the Closing Date, the City shall cause the execution, acknowledgement, and delivery to Purchaser (through Escrow) of (a) a quitclaim deed for Parcel 1, which includes the Deed Restrictions and Additional Deed Restrictions (as defined below), as set forth in the form attached as Exhibit C-1 and incorporated herein by this reference, and (b) a quitclaim deed for Parcel 2, which includes the Deed Restrictions as set forth in the quitclaim deed attached as Exhibit C-2 and incorporated herein by this reference (collectively, the "**Quitclaim Deeds**") and to cause the Title Company to deliver the Title Policy to Purchaser.

All references in the Agreement to the defined term "Quitclaim Deed" are hereby revised to "Quitclaim Deeds".

7. New Section 8.9. The following new Section 8.9 is hereby added to the Agreement:

8.9 Additional Deed Restrictions. The following shall be included in the quitclaim deed for the conveyance of the City's Interest in Parcel 1 as additional deed restrictions (collectively, the "**Additional Deed Restrictions**"):

8.9.1 Purchaser covenants and agrees that Purchaser shall pay to the

City Fifteen Million Dollars ($15,000,000) (collectively, the "**Additional Payments**") as follows:

(a) Five Million Dollars ($5,000,000) within thirty (30) days of the issuance of the first building permit issued after the issuance of building permits for the construction of new vertical building improvements on the first twenty-five percent (25%) or more of the Parcel 1;

(b) Five Million Dollars ($5,000,000) within thirty (30) days of the issuance of the first building permit issued after the issuance of building permits for the construction of new vertical building improvements on fifty percent (50%) or more of the Parcel 1; and

(c) Five Million Dollars ($5,000,000) within thirty (30) days of the issuance of the first building permit issued after the issuance of building permits for the construction of new vertical building improvements on seventy-five percent (75%) or more of the Parcel 1.

All of the foregoing percentages shall be based on the land square footage of Parcel 1, but. shall exclude permits for areas of privately-constructed public improvements.

8.9.2 The Additional Payments shall be adjusted annually by the Consumer Price Index for All Urban Consumers, All Items for the San Francisco-Oakland-San Jose area (Base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. All Additional Payments shall be nonrefundable and payable in lawful money of the United States of America in immediately available funds (wire transfer or a certified check or cashier's check).

8.9.3 Purchaser shall have the right from time to time, upon written request to the City, to request the City to release the Additional Deed Restrictions as an encumbrance on portion(s) of Parcel 1, if as between the owner of such portion of Parcel 1 and Purchaser, Purchaser retains the payment obligation pursuant to a recordable assignment agreement that includes the written consent by the City to such retention of the payment obligation of Purchaser (an "**Assignment**"), then the City shall execute such Assignment. and shall use commercially reasonable efforts to execute and deliver to Purchaser within thirty (30) days of receipt of such request an Assignment to effectuate such release and retention of the Additional Payment obligation in a form reasonably acceptable to Purchaser and the City. No such Assignment shall defer the due date of any Additional Payment. Purchaser may prepay all or any portion of the Additional Payments at any time.

8.9.4 The covenants and restrictions in this Section 8.9 shall survive the Closing and shall not be merged with the Quitclaim Deeds or any other documents. The Additional Deed Restrictions pursuant to an Assignment, the Additional Deed Restrictions shall constitute covenants which run with the land and every part thereof and interest therein except as released by the City pursuant to an Assignment with respect to any portion(s) of Parcel 1, and shall be for the benefit of the City, and the City's successors and assigns, and bind and affect Parcel 1 and all parties having or acquiring any right, title, interest or estate in, Parcel 1, or any part thereof.

The Additional Deed Restrictions shall not encumber Parcel 2 and shall not be included in the quitclaim deed attached to this First Amendment as Exhibit C-2.

8. Amended Section 15.2(a). Section 15.2(a) of the Agreement is hereby amended as follows:

a. The Section reference in the first sentence is hereby corrected to "Section 15.1 above";

b. The term "Pre-Closing Installment Payments" is hereby replaced with "Pre-Closing Payment"; and

c. The missing parenthetical at the end of Section 15.2(a) in the Original Agreement, is first hereby inserted, then the following clause is hereby deleted in its entirety: "and if the City fails to do so, to seek such refund from the Surety (as defined below)".

9. Amended Sections 15.3 and 15.4. Section 15.3 of the Original Agreement is hereby deleted in its entirety and Section 15.4 is hereby re-numbered as Section 15.3 of the Agreement.

10. Amended Section 16.2(a). Section 16.2(a) of the Agreement is hereby amended to replace the phrase ". . . RETAIN ALL OF THE PAYMENTS MADE BY PURCHASER AS LIQUIDATED DAMAGES." with the following phrase: " . . .RETAIN THE DEPOSIT AND ANY OTHER PAYMENTS MADE BY PURCHASER PURSUANT TO THIS AGREEMENT, WHETHER OR NOT HELD IN ESCROW, SHALL BE RELEASED TO, AND RETAINED BY, THE CITY AS LIQUIDATED DAMAGES."

11. Amended Section 24.2. The term "Pre-Closing Installment Payments" in Section 24.2 of the Agreement is hereby replaced with "Pre-Closing Payment".

12. Amended Exhibit C. Exhibit C attached to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit C-1 and Exhibit C-2 attached to this First Amendment.

13. Binding Effect; Governing Law. The Original Agreement as amended by this First Amendment is binding upon and will inure to the benefit of the City and Purchaser, and their respective successors and permitted assigns.

14. Authority. By signing this First Amendment, each Party warrants and represents that the persons signing below have executed this First Amendment in such person's authorized capacity and represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing. Upon City's request, Purchaser shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

15. Ratification of Agreement. The Original Agreement, as modified by this First Amendment, remains in full force and effect, and the Parties hereby ratify the same. If any provision of this First Amendment conflicts with those of the Agreement, the provisions of this First Amendment will control.

16. Counterparts. This First Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon facsimile copies or electronic copies of a Party's signature of this First Amendment.

[*Remainder of Page Intentionally Blank; Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the First Amendment Effective Date.

CITY:

CITY OF OAKLAND
a municipal corporation

By: _____
Sestin D. Johnson
City Administrator

Approved as to Form and Legality:

By: _____
JoAnne Dunec
Deputy City Attorney

[Signatures Continue on Following Page]

PURCHASER:

Oakland Acquisition Company, LLC,
a Delaware limited liability company,

By: _____
James Reynolds, Jr.
Authorized Signatory