

COMMUNITY BENEFITS PLAN AMENDMENTS

SUMMARY

The Community Benefits Plan (also referred to in this Attachment as the “CBA”) is Exhibit G to the HPS2/CP DDA. The CBA’s goal is to ensure that the local Bayview Hunters Point (“BVHP”) community has the opportunity to participate in, and benefit from, the Project. Most community benefits are captured in the CBA.

The CBA Amendments have been reviewed and approved by OCII staff.

The currently approved CBA is silent on the Developer’s annual reporting obligation. The CBA is being modified to include a bi-annual reporting obligation. The currently approved CBA includes a Developer obligation to facilitate the rehabilitation of Building 813 and to provide 260,000 gross square feet for use as a center for the incubation of emerging businesses and technologies. Under the modified CBA, the Agency will convey Building 813 to Developer. As consideration for the conveyance, Developer will provide 75,000 gross square feet of maker space within the Shipyard Site. The currently approved CBA also includes an agreement to distribute Community Facilities Space (“CFS”) throughout the Project Site, including a significant portion in the retail portion of the Project Site. The modified CBA includes an approval process for locating CFS; a process for approval of Community Facility Entities; a provision to provide the CFS in warm shell condition and a temporary relief of obligation clause.

DETAILED AMENDMENT OVERVIEW

Amendments to the Community Benefits Plan include:

REPORTING OBLIGATION

(a) Section 7.2(a)

- Added an obligation to provide a bi-annual written report and, if requested, summary presentation of the Community Benefits Status Report to the CAC and Agency Commission
- Added a requirement that the written report will describe the status of Developer’s and, to the extent known by Developer, each Vertical Developer’s compliance with their respective obligations under the Community Benefits Plan during the immediately preceding period between January 1 and June 30 or July 1 and December 31

BUILDING 813 SITE

- Section 3.4(c) has been deleted and replaced. Below are some of the substantive changes:
 - §3.4 (i) - Maker Space Requirement – Developer shall provide 75,000 gross square feet of maker space within the Shipyard Site
 - §3.4 (i) Added a definition for “Maker Space”
 - §3.4 (ii) Added an obligation requiring Developer to complete at least 37,500 gross square feet of Maker Space to Cold Shell condition based on milestone related to completion of retail, research and development and office uses

- §3.4 (ii) Added an obligation requiring Developer to complete remaining 37,500 gross square feet of Maker Space to Cold Shell condition based on milestone related to completion of retail, research and development and office uses
- §3.4 (iv) Added a definition for “Good-Faith Efforts” related to marketing, identification and tenant selection for Maker Spaces
- §3.4 (iv) Added a definition for “Marketing Period” related to marketing, identification and tenant selection for Maker Spaces
- §3.4 (v) Added a Temporary Relief of Obligation, temporarily relieving Developer of Maker Space tenancing obligation if, after Good-Faith Efforts are exhausted, Developer is unable to identify an appropriate tenant for any Maker Space
- §3.4 (vii) Added a term limit specifying when Maker Space obligation will terminate

COMMUNITY FACILITIES SPACE

- Section 3.2 has been deleted and replaced. Below are some of the substantive changes:
 - §3.2(b) Added a requirement that Developer shall use “Good-Faith Efforts” to identify a list of Community Facilities Entities able to use Community Facilities Space
 - §3.2(c) Provides specific details on the process for selection of Community Facilities Entities
 - §3.2(d) Added a Temporary Relief of Obligation, temporarily relieving Developer of Community Facilities Entity tenancing obligation if, after Good-Faith Efforts are exhausted, Developer is unable to identify an appropriate Community Facilities Entity. Relief of the CFS tenancing obligation shall not exceed 5 years. The CFS obligation will never terminate.
 - §3.2(e) Added a definition for “Warm Shell” condition and an obligation that Developer provide CFS in “Warm Shell” condition for approved Community Facilities Entity(ies)