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**Successor Agency to the San Francisco
Redevelopment Agency
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Executive Director**

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**SEVENTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT
(Hunters Point Shipyard Phase 1)**

This SEVENTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (HUNTERS POINT SHIPYARD PHASE 1) (this "**Seventh Amendment**"), dated as of _____, 2018 (the "**Seventh Amendment Reference Date**"), is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California (the "**Agency**"), and HPS DEVELOPMENT CO., LP, a Delaware limited partnership ("**Developer**"), with reference to the following facts and circumstances:

RECITALS

A. The Redevelopment Agency of the City and County of San Francisco (the "**Redevelopment Agency**") and Developer entered into that certain Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of December 2, 2003, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on April 5, 2005 as Document No. 2005H932190 at Reel I861, Image 564 (the "**Original DDA**"), as amended by that certain First Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of April 4, 2005 and recorded in the Official Records on April 5, 2005 as Document No. 2005H932191 at Reel I861, Image 565 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of October 17, 2006 and recorded in the Official Records on October 26, 2006 as Document No. 2006I275571 at Reel J254, Image 429 (the "**Second Amendment**"), and as further amended by that certain Amendment to Attachment 10 (Schedule of Performance For Infrastructure Development And Open Space "Build Out" Schedule of Performance) to the Disposition And Development Agreement Hunters Point Shipyard Phase 1, dated as of August 5, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738449 (the "**Third Amendment**"), and as further amended by that certain Fourth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), as of August 29, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-

I738450 (the “**Fourth Amendment**”), and as further amended by that certain Fifth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of November 3, 2009 and recorded in the Official Records on November 30, 2009 as Document No. 2009-I879123 (the “**Fifth Amendment**”), and as further amended by that certain Sixth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of December 19, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013-J601488 (the “**Sixth Amendment**”, together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, the “**DDA**”). All initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the DDA.

B. The DDA is an Enforceable Obligation under California Health and Safety Code Section 34171(d)(E) and was in existence prior to June 28, 2011. The Oversight Board has recognized and approved the DDA as an Enforceable Obligation, and has approved recognized obligation payment schedules that include various obligations and commitments relating to the DDA. By letter dated December 14, 2012, the California Department of Finance (“**DOF**”) made a final and conclusive determination with respect to the DDA as an Enforceable Obligation in accordance with California Health and Safety Code section 34177 .5(i).

C. The DDA allows development of up to 1,600 residential units, up to 80,000 gross square feet of commercial space, and associated parks, open spaces, and community benefits in Phase 1. The Agency has been informed by Developer that of the 1,600 residential units and 80,000 gross square feet of commercial uses allowed under the DDA, Developer intends for up to 1,210 residential units and up to 9,000 gross square feet of commercial space to be constructed by Vertical Developers under and as defined in the DDA. The Agency intends to construct 218 residential units in Phase 1. The remaining 172 residential units (including 18 affordable units) and 71,000 gross square feet of commercial uses originally planned for Phase 1 are instead included within the development under the CP/HPS2 DDA (as defined in the Sixth Amendment) of Candlestick Point and Phase 2 of the Hunters Point Shipyard (the “**CP/HPS2 Project**”). Contemporaneously herewith the Agency and Developer under and as defined in the CP/HPS2 DDA (“**CP/HPS2 Developer**”) are amending the CP/HPS2 DDA to make conforming amendments thereto with respect to the foregoing and related matters.

D. On or about the Seventh Amendment Reference Date, the Agency Commission approved this Seventh Amendment.

E. In accordance with the DDA, Developer and the Agency are parties to that certain Community Benefits Agreement Hunters Point Shipyard Phase 1, dated as of April 4, 2005, as amended by that certain First Amendment to Community Benefits Agreement (Hunters Point Shipyard Phase 1), dated as of November 3, 2009 (collectively, the “**Community Benefits Agreement**”), providing for Developer and Vertical Developers to provide certain community benefits in connection with the development of Phase 1. As part of Developer’s obligations under the Community Benefits Agreement, it is required to report to the CAC and the Agency from time to time regarding its compliance with such obligations. The Agency and Developer desire to clarify the frequency and procedures for such reporting and provide conformity in reporting obligations between Phase 1 and the CP/HPS2 Project.

F. This Seventh Amendment benefits the taxing entities because it will increase the amount of revenues to the taxing entities by enhancing and promoting the development of Phase 1 and Redevelopment Plan area, facilitate the revitalization of the community and encourage further investment in the area, and generate employment opportunities throughout the Phase 1 and Redevelopment Plan area.

G. By this Seventh Amendment, the Parties desire to amend the DDA to reflect the foregoing, in accordance with the terms set forth herein.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agency and Developer agree as follows:

1. Development Program. The DDA is hereby amended as follows:
 - (a) Phase 1 Residential Development. The maximum number of Residential Units allowed to be constructed pursuant to the DDA shall be 1,428 units, of which 1,210 shall be available for development by Vertical Developers.
 - (b) Phase 1 Commercial Development. The maximum amount of commercial space constructed under the DDA shall be 9,000 square feet of commercial space, which shall be available for development by Vertical Developers. Up to 11,000 gross square feet of the 71,000 gross square feet of commercial uses originally planned to be constructed under the DDA may be reassigned to Developer for use in Phase 1 without amendment to this DDA (and thus added to the foregoing commercial square footage) by written notice from Developer and CP/HPS2 Developer to the Agency.
 - (c) Conforming Amendments. The Parties agree that any and all references in the DDA that describe the Phase 1 development program thereunder are hereby amended to the extent applicable to reflect the amendments in this Section 1.
2. Community Benefits Reporting. The Parties agree that the following shall constitute Developer's sole obligations under Section 13 of the Community Benefits Agreement:

Section 13. Community Benefits Status Report. Commencing as of the Seventh Amendment Effective Date and continuing until issuance of the last Certificate of Completion for Phase 1, Developer shall within thirty (30) days following each Community Benefits Reporting Period (as defined below) submit a Community Benefits Status Report to the Agency. Following each such submission, if requested by the CAC and the Agency, respectively, Developer shall present a summary of such Community Benefits Status Report to the CAC and to the Agency Commission. "**Community Benefits Status Report**" means a written report that describes 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 Agreement during the immediately preceding period between January 1 and June 30 or July 1 and December 31, whichever is applicable (the "**Community Benefits Reporting Period**"). Developer may (but,

for the avoidance of doubt, shall not be required to) coordinate its reporting pursuant to this Section 13 with similar reporting by CP/HPS2 Developer pursuant to the CP/HPS2 DDA. Each Vertical DDA entered into following the Seventh Amendment Effective Date shall require the applicable Vertical Developer to reasonably cooperate with Developer in preparing such report with respect to such Vertical Developer's obligations under the Community Benefits Plan under and as defined in such Vertical DDA.

3. Miscellaneous.

- (a) Incorporation. This Seventh Amendment constitutes a part of the DDA and any reference to the DDA as amended by this Seventh Amendment shall be deemed to include a reference to the DDA as amended by this Seventh Amendment.
- (b) Ratification. To the extent of any inconsistency between this Seventh Amendment and the DDA, the provisions contained in this Seventh Amendment shall control. As amended by this Seventh Amendment, all terms, covenants, conditions and provisions of the DDA shall remain in full force and effect
- (c) Successors and Assigns. This Seventh Amendment shall be binding upon and inure to the benefit of the respective successors and assigns of the Agency and Developer, subject to the limitations set forth in the DDA.
- (d) Counterparts. This Seventh Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this Seventh Amendment may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.
- (e) Governing Law; Venue. This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties hereto shall not be required to take any actions implementing this Seventh Amendment to the extent inconsistent with the Redevelopment Plan for the Hunters Point Shipyard Redevelopment Project (as amended as of the date of determination, the "**Redevelopment Plan**"). The parties hereto agree that all actions or proceedings arising directly or indirectly under this Seventh Amendment shall be litigated in courts located within the City and County of San Francisco, State of California.
- (f) Integration. This Seventh Amendment contains the entire agreement between the parties hereto with respect to the subject matter of this Seventh Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Seventh Amendment. No prior drafts of this Seventh Amendment or changes from those drafts to the executed version of this Seventh Amendment shall be introduced as evidence in any litigation or other dispute resolution

proceeding by either party hereto or any other person, and no court or other body shall consider those drafts in interpreting this Seventh Amendment.

- (g) Further Assurances. The Agency Director and Developer shall execute and deliver all documents, amendments, agreements, and instruments reasonably necessary or reasonably required in furtherance of this Seventh Amendment, including as required in connection with other documents and agreements attached to the DDA or incorporated therein by reference, and other documents reasonably related to the foregoing.
- (h) Authority and Enforceability. Developer and the Agency each represents and warrants to the other that the execution and delivery of this Seventh Amendment, and the performance of its obligations hereunder, have been duly authorized by all necessary action, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to it, or any present law or governmental regulation or court decree.
- (i) Effective Date. This Seventh Amendment shall become effective on the latest to occur of (the “**Seventh Amendment Effective Date**”): (w) the date that it is duly executed and delivered by the parties hereto; (x) the effective date of a resolution adopted by the Oversight Board approving this Seventh Amendment; (y) the date of approval or deemed approval of this Seventh Amendment by DOF; and (z) the effective date of a resolution approving this Seventh Amendment adopted by the Agency Commission.

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IN WITNESS WHEREOF, the Agency and Developer have each caused this Seventh Amendment to be duly executed on its behalf as of the Seventh Amendment Effective Date.

AGENCY:

Authorized by Agency Resolution No. ____
adopted _____, 2018

Oversight Board Resolution No. ____
Adopted _____, 2018

Approved as to Form:

Jim Morales, General Counsel

By: _____
Aaron Foxworthy, Deputy General
Counsel

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,
a public body, organized and existing

By: _____
Name: Nadia Sesay
Its: Executive Director

DEVELOPER:

HPS DEVELOPMENT CO., LP,
a Delaware limited partnership

By: CP/HPS Development Co. GP, LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)