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Request of the Successor Agency to the
Redevelopment Agency of the City and County
of San Francisco

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Successor Agency to the Redevelopment Agency
of the City and County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Executive Director

CONFORMED COPY of 113 recorded
06/16/2014, 2014J895113

On _____ with document no. _____
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SAN FRANCISCO ASSESSOR-RECORDER

APN: 8704-004

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**FIFTH AMENDMENT TO MISSION BAY NORTH
OWNER PARTICIPATION AGREEMENT**

Dated January 21, 2014

by and between

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO**

and

FOCIL-MB, LLC, a Delaware limited liability company

~~**FIFTH AMENDMENT TO MISSION BAY NORTH OWNER PARTICIPATION
AGREEMENT**~~

This Fifth Amendment to the Mission Bay North Owner Participation Agreement (this "Fifth Amendment") dated for reference purposes only as of January 21, 2014, is 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 "Successor Agency"), commonly known as the Office of Community Investment and Infrastructure, and FOCIL-MB, LLC, a Delaware limited liability company (the "Owner").

RECITALS

This Fifth Amendment is made with reference to the following facts and circumstances:

- A. The San Francisco Board of Supervisors approved and adopted, by Ordinance No. 327-98 (October 26, 1998), the Mission Bay North Redevelopment Plan (the "North Plan") for the Mission Bay North Redevelopment Project Area (the "North Plan Area"); and,
- B. The Redevelopment Agency of the City and County of San Francisco (the "Former Agency") and Catellus Development Corporation, a Delaware corporation ("CDC"), entered into that certain Mission Bay North Owner Participation Agreement dated as of November 16, 1998 (the "Original OPA") and recorded December 3, 1998 as Document No. 98-G477257-00 in the Official Records of San Francisco County (the "Official Records"), which was amended by a First Amendment to Mission Bay North Owner Participation Agreement (the "First OPA Amendment") dated as of February 17, 2004 and recorded March 4, 2004 as Document No. 04-H669956-00 in the Official Records, between Former Agency and Catellus Land and Development Corporation, a Delaware corporation ("CLDC"), successor in

all of CDC's rights and obligations under the Original OPA; a Second Amendment to Mission Bay Owner Participation Agreement (the "Second OPA Amendment") dated as of March 16, 2004 and recorded March 30, 2004 as Document No. 04-H687625-00 in the Official Records, between Former Agency and CLDC; a Third Amendment to Mission Bay North Owner Participation Agreement (the "Third OPA Amendment") dated as of January 18, 2005 and recorded February 16, 2005 as Document No. 2005H905201 in the Official Records, between Former Agency and the Owner, successor in interest to all of CLDC's rights and obligations under the Original OPA, as amended by the First OPA Amendment, Second OPA Amendment, and Third OPA Amendment; and a Fourth Amendment to Mission Bay North Owner Participation Agreement (the "Fourth OPA Amendment") dated as of March 15, 2005 and recorded April 7, 2005 as Document No. 2005H933682 in the Official Records, between Former Agency and Owner. The Original OPA, as amended by the First OPA Amendment, Second OPA Amendment, Third OPA Amendment and Fourth OPA Amendment, shall be referred to in this Fifth Amendment as the "North OPA". The capitalized terms used herein shall have the meaning set forth in the North OPA, unless otherwise specifically provided herein.

C. On February 1, 2012, the Former Agency was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26"), codified in relevant part in California's Health and Safety Code Sections 34161 – 34168 and upheld by the California Supreme Court in California Redevelopment Assoc. v. Matosantos, No. S194861 (Dec. 29, 2011). On June 27, 2012, AB 26 was subsequently amended in part by California State Assembly Bill No. 1484

(Chapter 26, Statutes of 2011-12) ("AB 1484") (together, AB 26 and AB 1484 are referred to as the "~~Redevelopment Dissolution Law~~").

D. Ordinance 215-12, the San Francisco Board of Supervisors acknowledged the separate legal status of the Successor Agency (also commonly known as the Office of Community Investment and Infrastructure, or "OCII") as the successor agency to the Redevelopment Agency; created the Successor Agency Commission; and delegated to the Successor Agency Commission, among other powers, the authority to act in place of the Redevelopment Agency to implement, modify, enforce and complete surviving redevelopment projects, including, without limitation, three major integrated, multiphase revitalization projects, which are the Mission Bay North and Mission Bay South Projects, the Hunters Point Shipyard/Candlestick Point Project, and the Transbay Project (collectively, the "Major Approved Development Projects"), and which are subject to enforceable obligations requiring the implementation and completion of those projects.

E. As required by AB 26, the Mayor appointed, and the Board of Supervisors confirmed, four members to the Oversight Board of the City and County of San Francisco ("Oversight Board") (Cal Health and Safety Code Section 34179(a)(10)).

F. With respect to the Major Approved Development Projects, Ordinance 215-12 designated the Successor Agency Commission authority to approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development and design approval authority for the Major Approved Development Projects. The authority of the Successor Agency Commission, with respect to the Major Approved Development Projects includes the authority to approve

amendments to enforceable obligations as allowed under Redevelopment Dissolution Law,
~~subject to any required approval by the Oversight Board, consistent with applicable enforceable~~
obligations.

G. Ordinance 215-12 acknowledged that the Successor Agency has retained enforceable obligations for the development of affordable housing, including Retained Housing Obligations as defined therein, required to fulfill the Major Approved Development Projects.

H. Ordinance 215-12 provides that the Successor Agency Commission shall not modify the Major Approved Development Projects or the Retained Housing Obligations in any manner that would decrease the commitment of property tax revenue for affordable housing or materially change the obligations to provide affordable housing without obtaining the approval of the Board of Supervisors and any required approval of the Oversight Board.

I. Accordingly, the Successor Agency assumed the obligations under the North OPA, which remains in effect. Under the Redevelopment Dissolution Law, a successor agency has the continuing obligation, subject to certain review by an oversight board and the State of California's Department of Finance ("DOF"), to implement "enforceable obligations" which were in place prior to the suspension of such redevelopment agency's activities on June 28, 2011, the date that AB 26 was approved. The Redevelopment Dissolution Law defines "enforceable obligations" to include bonds, loans, judgments or settlements, and any "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy" (Cal. Health & Safety Code § 34171(d)(1)(e)), as well as certain other obligations, including but not limited to requirements of state law and agreements made in reliance on

pre-existing enforceable obligations. The North OPA meets the definition of "enforceable obligations" under the Redevelopment Dissolution Law.

J. Owner is the current owner of an approximately 41,000 square foot parcel located in the City and County of San Francisco ("City"), State of California, commonly referred to as Mission Bay Block N4 Parcel 3, as more particularly described on Exhibit A attached hereto ("Block N4P3" or the "Site"). Block N4P3 is the last undeveloped parcel in the North Plan Area. The land use designation for Block N4P3 in the North Plan is Mission Bay Residential, which allows residential and neighborhood-serving retail as principally permitted uses.

K. ~~The North OPA requires that 20% of the total housing units in Mission Bay North (or 593 of the 2,964 units) are required to be Affordable Housing Units. The North OPA further requires that the Owner (and its developer transferees) build 245 of the 593 total Affordable Housing Units divided among very low-income (98 units), low-income (35 units) and moderate-income levels (112 units). The development of the remaining Affordable Housing Units was the obligation of the Successor Agency and its non-profit housing developers on sites conveyed by the Owner.~~

L. As of January 2014, a total of 2,835 units have been constructed in the North Plan Area with 672 units, or 23.7% of the total units, as Affordable Housing Units. Of the Affordable Housing Units, 407 have been developed by the Successor Agency; and 265 have been developed by the Owner or its transferee. The Owner has exceeded its obligations for developing to build Owner Very Low and Owner Low Income Units, but is still required to

build an additional 80 Owner Moderate Income Units, which must be for-sale units targeting households earning up to 110% of area median income ("AMI").

M. Block N4P3, as described in Recital J, is the last remaining developable parcel in the North Plan Area, and thus is the site where the Owner must construct its remaining Affordable Housing Units. The North OPA permits 129 units on Block N4P3, of which 80 units (or 62% of the total project) must be affordable to households at 110% of AMI ("N4P3 Inclusionary Requirement").

N. A previous attempt to finance a project on Block N4P3 with the existing N4P3 Inclusionary Requirement was unsuccessful and neither the Owner nor its developer transferees have expressed an interest to OCII staff to pursue development with the N4P3 Inclusionary Requirement.

O. A 2013 study prepared by The Concord Group, a San Francisco-based real estate market research firm, shows that development of Block N4P3 with the N4P3 Inclusionary Requirement is financially infeasible as a for-sale project without a significant public subsidy that was originally estimated at \$12,000,000 to \$15,000,000 exclusive of land cost and has likely increased due to increases in the cost of construction and financing (the "Concord Study"). Specifically, the Concord Study found that that Block N4P3 is an inferior location for For-Sale Market Rate Residential Units because of the highway adjacency and lack of canal creek frontage and thus future sale prices of those Market Rate Residential Units would be insufficient to finance fully the 80 units of Affordable Housing Units. The Successor Agency and the Mayor's Office of Housing and Community Development independently verified the infeasibility of developing For-Sale Owner Moderate Income Units at Block N4P3.

P. In 2011, the Owner began discussions with The Integral Group ("Integral"), a national real estate investment firm focused on the revitalization of urban communities, about developing a financially feasible alternative project on Block N4P3.

Q. On January 21, 2014, after holding a duly noticed public hearing and consistent with its authority under Redevelopment Dissolution Law and Ordinance 215-12, the Successor Agency Commission conditionally approved, by Resolution No. 05-2014, a fifth amendment to the North OPA that would allow Block N4P3 to be developed with 45 moderate-income rental inclusionary units affordable to households earning up to 120% AMI and 84 market rate rental units ("Commission Action").

R. The Commission Action would decrease the number of moderate-income units from 80 to 45 and change the tenure from owner-occupied to rental units and thus constitutes a material change in the North OPA affordable housing obligations that the Board of Supervisors must approve, under Section 6(a) of Ordinance No. 215-12.

S. Subsequent to the Commission Action, the Owner and Integral proposed a revised fifth amendment to the North OPA ("Fifth Amendment") that deepens the affordability level to 90% AMI (which still targets moderate-income households) and provides 26 For-Rent Owner Moderate Income Units at 90% AMI and 103 For-Rent Market Rate Residential Units ("N4P3 Project").

T. The Owner would also donate the land to a third party developer to help the N4P3 Project achieve financial feasibility. Once the N4P3 Project is developed, the total number of Affordable Housing Units constructed under the North OPA will continue to exceed the 20% affordable housing requirement (698 Affordable Housing Units or 23.5% of the of the

total 2,964 residential units in the North Plan Area will be Affordable Housing Units). The

~~Owner will have built 46 units more than required under the existing North OPA, or an increase~~
of 18.8% over the Owner's original requirement.

U. The Owner and the Successor Agency wish to enter into this Fifth Amendment for the purpose of achieving the further redevelopment within the North Plan Area to further effectuate the program of development contemplated in the North Plan. The Fifth Amendment fulfills the following objectives:

(i) the development of N4P3 Project will fulfill the objectives of the North Plan, including providing flexibility in the development of the North Plan Area to respond readily and appropriately to market conditions, facilitating the development of additional housing, including affordable housing, strengthening the economic base of the North Plan Area and the community by adding to the diversity of uses within the North Plan Area, and achieving these objectives in the most expeditious manner feasible;

(ii) Block N4P3 is the last remaining undeveloped parcel in the North Plan Area. Its completion will mark an important milestone for Mission Bay by completing all vertical development required under the North OPA;

(iii) The current program requirements for Block N4P3 are infeasible. The Fifth Amendment will allow development of Owner Moderate Income Units on Block N4P3, and accelerate the completion of development under the North Plan, the North OPA and the related enforceable obligations;

(iv) Block N4P3 will include development of 26 For-Rent Owner Moderate

~~Income Units at 90% of Area Median Income, and will make an important contribution to the~~
affordable housing stock in Mission Bay, while providing a diversity of affordable housing for all income levels. With the Fifth Amendment, the percentage of affordable housing units in Mission Bay North will remain substantially above the existing 20% North OPA requirement; and

(v) By allowing a project that is financially feasible, the Fifth Amendment will increase property tax revenue generated from property taxes payable to the taxing entities by ensuring that the parcel is developed quickly to generate additional property taxes.

~~The parties have entered into this Fifth Amendment to memorialize their understanding and commitments concerning the matters generally described above.~~

V. This Fifth Amendment is considered a material change in the obligations to provide affordable housing pursuant to Ordinance No. 215-12 and therefore requires Board of Supervisor approval. However, for the reasons stated above in Recital U, this material change is a benefit to Mission Bay North and the City.

W. Under Redevelopment Dissolution Law, the Oversight Board has the authority to "approve any amendments to [any contracts between the dissolved redevelopment agency and any private parties] if [Oversight Board] finds that amendments . . . would be in the best interests of the taxing entities." Cal. Health & Safety Code § 34181(e). For the reasons stated above in Recital S, this Fifth Amendment meets this standard for amendment of an enforceable obligation.

X. The Board of Supervisors, consistent with its authority under Ordinance No. 215-12 to approve any material change to the obligations to provide affordable housing in Mission Bay North, by Resolution No. 112-14, has approved the modifications to the development of affordable housing in Mission Bay North. As part of the Board of Supervisors approval, it modified the Block N4P3 project from what the Successor Agency Commission originally approved to set the affordability level at 90% AMI and require 26 total units. This final Fifth Amendment reflects the final project approved by the Board of Supervisors.

Y. The Oversight Board, consistent with its authority under Redevelopment Dissolution Law to approve amendments to agreements between the dissolved redevelopment agency and private parties where it finds that amendments or early termination would be in the best interests of the taxing entities, by Resolution No. 2-2014, determined that an amendment to the North OPA that would modify certain requirements with respect to development of housing on Block N4P3 is in the best interests of the taxing entities.

Z. Under Redevelopment Dissolution Law, DOF must receive notice and information about all Oversight Board actions, which do not take effect until DOF has either not requested review within five days of the notice or requested review and approved the action within 40 days of its review request. On April 30, 2014, the Successor Agency provided a copy of Oversight Board Resolution No. 2-2014 to DOF, which did not object to the amendment to the North OPA within the statutory time period for its review, or which approved the amendment to the North OPA within the statutory time period of the Successor Agency's review request.

AGREEMENT

~~Accordingly, for good and valuable consideration, the receipt, amount and sufficiency of~~
which is hereby acknowledged, the Owner and the Successor Agency agree as follows:

1. Maximum Number of Owner Market Rate Residential and Affordable Units.

Wherever the North OPA (as amended and including without limitation any Attachment thereto) makes reference to the maximum number of Owner Market Rate Residential Units, specifically "2,320," such phrase shall be deemed to be amended to refer to "2,374," and where it makes reference to the maximum number of Owner Affordable Housing Units, specifically "245," such phrase shall be deemed to be amended to refer to "191".

~~2. Definition of Moderate Income Households. Wherever the North OPA (as~~
amended and including without limitation any Attachment thereto) makes reference to "Moderate Income Household", the following shall be included: "And as to Block N4P3 only, up to ninety percent (90%) of Area Median Income."

3. Unit Mix and Affordability Requirements for Owner Affordable Units. The North OPA, Attachment C (Housing Program), is hereby further amended as follows:

3.1. Section 1.39 is amended to read as follows:

"Owner Moderate Income Units means an Owner Affordable Housing Unit which is Affordable to household earning up to one hundred percent (110%) of Area Median Income and, as to Block N4P3 only, up to ninety percent (90%) of Area Median Income."

3.2. Section 2.1(c) is amended to adjust the ratio of Owner Inclusionary Units

~~at each income level. The first sentence in Section 2.1(c) shall be replaced with the following~~

and the remaining portion of Section 2.1(c) remain unchanged:

"Except as provided in Sections 2.4 and 3.4, the Owner Affordable Housing Unit Requirement for the North Plan Area shall be allocated as follows: (i) thirty percent (30%) shall be Owner Moderate Income Units, (ii) eighteen percent (18%) shall be Owner Low Income Units, and (iii) fifty-one percent (51%) shall be Owner Very Low Income Units."

3.3. Section 2.1(d) is amended and shall be replaced in whole with the

~~following to reflect the increased percentage of For-Rent Owner Moderate Income Units~~
constructed by the Owner:

"The allocation of For-Rent Owner Inclusionary Units in Residential Projects shall be approximately sixty-eight percent (68%) Owner Moderate Income Units and thirty-two percent (32%) Owner Low Income Units, rounded up or down as appropriate to the nearest Residential Unit. On Block N4P3, the Owner Moderate Income Units shall be affordable to households earning up to 90% of Area Median Income."

3.4. Section 2.1(e) is amended and shall be replaced in whole with the

following to reflect the increased percentage of For-Rent Owner Affordable Housing Units:

"Owner Affordable Housing Units shall, in accordance with Section 2.1(j) hereof, consist of 14% For-Sale and 86% For-Rent Residential Units."

3.5. Section 2.1(g): Section 2.1 is hereby amended to add the following to the

~~end of paragraph 2.1(g).~~

"On Block N4P3, the maximum percentage of Owner Inclusionary Units in a For-Rent Residential Project shall be 20.2%."

3.6. To reflect the reduction of the percentage of Owner Moderate Income Units that are For-Sale Owner Moderate Income Units versus For-Rent, Section 2.1(j) is amended as follows:

The phrase "82.3%" in Section 2.1(j) that refers to the percentage of Owner Moderate Income Units constructed as For-Sale units shall be deemed amended to refer to "22.4%".

4. General Provisions

4.1 North OPA in Full Force and Effect. Except as otherwise amended hereby and as previously revised to reflect various non-material changes, all terms, covenants, conditions and provisions of the North OPA shall remain in full force and effect.

4.2 Successors and Assigns. This Fifth Amendment is binding upon and will inure to the benefit of the successors and assigns of the Former Agency, Successor Agency, the Owner, and, as applicable, the City, subject to the limitations set forth in the North OPA.

4.3 Recitals. The Recitals in this Fifth Amendment are included for convenience of reference only and are not intended to create or imply covenants under this Fifth Amendment. In

the event of any conflict or inconsistency between the Recitals and the terms and conditions of

~~this Fifth Amendment, the terms and conditions of this Fifth Amendment shall control.~~

4.4 Counterparts. This Fifth Amendment may be executed in any number of counterparts, all of which, together shall constitute the original agreement hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Successor Agency has caused this Fifth Amendment to be

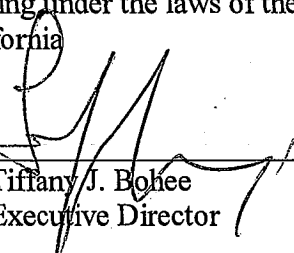
duly executed on its behalf and the Owner has signed or caused this Fifth Amendment to be signed by duly authorized persons, all as of the day first above written.

Authorized by Successor Agency Resolution
No. 05-2014, adopted January 21, 2014

SUCCESSOR AGENCY

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

By


Tiffany J. Bohee
Executive Director

FOCIL-MB, LLC, a Delaware limited
liability company

By:



Name:

Richard B. Fried
Managing Member

Title:

Approved as to Form:

DENNIS J. HERRERA,
City Attorney

By

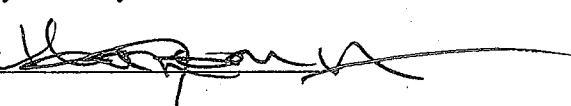

Heidi J. Gewertz
Deputy City Attorney

EXHIBIT A
BLOCK N4P3 LEGAL DESCRIPTION

EXHIBIT "A"

Real property in the City and County of San Francisco, State of California, described as follows:

Parcel One:

Block 8704 Lot 4, as such block and lot are shown on that certain map (hereafter referred to as the "Final Map") entitled "Final Map Planned Development Mission Bay (N4): Being Phase Three of a Planned Development Subdivision of Assessor's Blocks 8704, 8705, 8707 and 8708 shown on that certain map entitled 'Map Of Mission Bay' recorded on July 19, 1999, in Book Z of Maps at Pages 97-119, in the Office of the Recorder of the City and County of San Francisco, California and being more particularly a merger and resubdivision of said Assessor's Block 8704, Lot 1 and Assessor's Block 8704, Lot 2 as said Lot 2 is described in that certain Certificate of Compliance recorded on November 26, 2003, In Book 1522, Image 1318, in the Office of said Recorder, City and County of San Francisco, California," filed on November 10, 2005, in Book BB of Maps, at Pages 23 to 27, inclusive, and as corrected by Certificate of Correction recorded September 12, 2013, Instrument No. 2013-J755498, Official Records, in the Office of the Recorder of the City and County of San Francisco.

Excepting therefrom, however, the following:

As excepted and reserved forever by the State of California in that certain Patent and Quitclaim Deed dated June 14, 1999, to the City and County of San Francisco, a charter city and county, recorded July 19, 1999, in Reel H429, Image 507, Document No. 99-G622155-00, Official Records of the City and County of San Francisco, State of California, from that portion of the above described real property (hereafter called the "Former Burton Act Portion") lying within the boundaries of City Transfer Parcel 5 described in Exhibit A to the Quitclaim Deed from the City and County of San Francisco, a charter city and county, to Catellus Development Corporation, a Delaware corporation, dated June 30, 1999, recorded July 19, 1999, in Reel H429, Image 510, Document No. 99-G622158-00, Official Records of said City and County, the following:

All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered in such Former Burton Act Portion, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface of such Former Burton Act Portion, and in such manner as not to damage the surface of that portion of the above described real property within the boundaries of such Former Burton Act Portion or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of that portion of the above described real property within the boundaries of such Former Burton Act Portion.

Parcel Two:

Nonexclusive easements, appurtenant to Parcel One hereinabove, as reserved by FOCIL-MB, LLC, a Delaware limited liability company, for the purposes set forth in Sections 4.1, 4.2, 4.5, and 4.6 of that certain "Supplemental Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Bay (Block N4)," recorded November 10, 2005, in Reel J015, Image 493, Document No. 2005-I070145-00, Official Records of the City and County of San Francisco, State of California, upon, under, along, across and through all or portions of Block 8704 Lot 3 shown on such Final Map, as more particularly described in such Sections 4.1, 4.2, 4.5, and 4.6.

APN: 8704-004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }

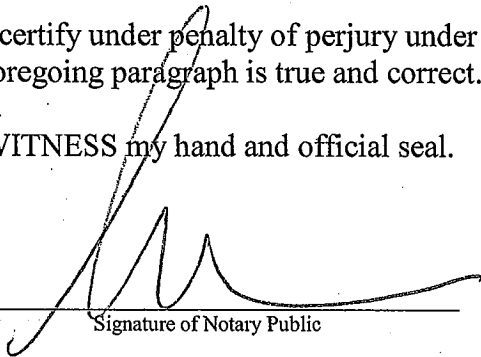
} ss.

COUNTY OF SAN FRANCISCO }

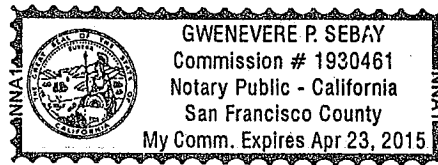
On June 16, 2014, before me, Gwenevere P. Sebay, Notary Public, personally appeared Tiffany Bohee, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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



OPTIONAL

Description of Attached Document: Mission Bay North

Title of Type of Document: 5th Amendment to Mission Bay North Owner Participation Agreement

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tiffany Bohee

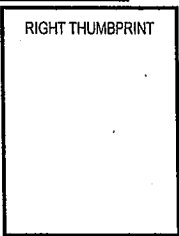
Signer's Name: _____

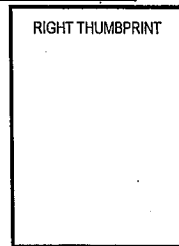
Title: Executive Director

Title: _____

Signer is Representing: _____

Signer is Representing: _____

RIGHT THUMBPRINT


RIGHT THUMBPRINT


ACKNOWLEDGMENT

State of California)
County of)

On _____, before me, _____
(insert name and title of the officer)

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.

(Seal)
Signature

ACKNOWLEDGMENT

State of California)
County of San Francisco)

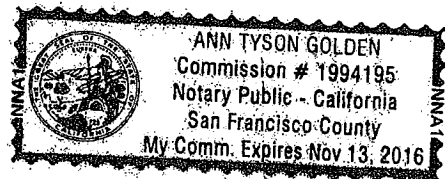
On June 10, 2014, before me, Ann Tyson Golden, Notary Public
(insert name and title of the officer)

personally appeared Richard B. Fried, 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.

Ann Tyson Golden (Seal)
Signature



REC'T # **0004955813**
June 16, 2014 ----- 13:18:49

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder

Offical # **14-J895113-00**

Account Number 26
SFCC Redevelopment Agency
Free Issue

Total fee	\$0.00
Amount Tendered...	\$0.00

Change	\$0.00
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ajl,AB/1/19