

SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("Sixth Amendment"), dated as of 4/4, 2019 ("Effective Date") is entered into by and among the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FAIRFIELD, a public body, corporate and politic (the "Agency") and GREEN VALLEY LAND, LLC, a Delaware limited liability company ("Developer").

RECITALS

This Sixth Amendment is entered into with reference to the following facts:

A. The Agency and H.J. Shein, Inc., an Illinois corporation ("Shein") entered into a Disposition and Development Agreement as of December 15, 1999 (the "DDA"), which was assigned to Developer, as to Parcels 1, 2, 3, 6, 7, 8 and 9 of the Phase 1 Property, and assigned to Green Valley Building 1, LLC, a Delaware limited liability company ("GV Building 1"), as to Parcels 4 and 5 of the Phase 1 Property, per Assignment and Assumption Agreement, dated May 31, 2001, and subsequently assigned to GV Building 1 as to Option Property, per Assignment and Assumption Agreement, dated July 9, 2004. The portions of the DDA to be performed by GV Building 1 have been completed, and therefore Developer is the sole entity still obligated under the DDA.

B. The DDA was amended by a First Amendment dated as of November 20, 2000, a Second Amendment dated June 4, 2001, and a Third Amendment dated October 7, 2004, a Fourth Amendment dated March 2, 2011, and a Fifth Amendment dated January 18, 2018. (The DDA, as so amended, is hereinafter referred to as the "Agreement"). (All capitalized terms used herein without definition when first used shall have the definitions set forth in the Agreement.)

C. Agency and Developer now desire to amend the Agreement to revise the requirements for future development, as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained herein, the parties agree as follows:

1. In § 307, entitled "Construction Schedule," the third paragraph shall be amended and restated in its entirety to read as follows:

"Notwithstanding any other provisions of this Agreement, Developer acknowledges, agrees, and accepts that approximately ±13.31 acres (APN's 0148-540-and 0148-540-300, hereinafter the "Rezoned Site"), or portions thereof, are, or will be, subject to a request by Developer for a change in zoning. Further, the intent of the change in zoning is to allow for development of a mixed-use project consisting of high or very high density residential and commercial/retail buildings or public facilities. In the event that a change in zoning occurs Rezoned Site, Developer agrees to exercise its Option to Purchase the Rezoned Site or portions thereof. When this DDA, as amended by the Sixth Amendment and all prior amendments, refers to a "change in zoning" or states that a "change in zoning occurs" it be deemed to refer to the

date that the change in zoning is approved by the governmental entity or body having jurisdiction and all periods for bringing a Challenge or Moratorium shall have expired without such a Challenge or Moratorium being commenced or, if commenced, the zoning shall be deemed to have changed or a change shall be deemed to have occurred when the change has been upheld without further right of Challenge or Moratorium and without substantial change or if there are substantial changes, then if the changes are reasonably acceptable to the Developer. As used herein a "Challenge" is any lawsuit, administrative appeal, judicial challenge, or filing of a petition for referendum by vote of the electorate of a Basic Approval and a "Moratorium" is a moratorium imposed or announced by any federal, state, or local governmental or quasi-governmental entity, utility provider, body, authority, district, department, or any other person or entity having jurisdiction over the Site the effect of which would be to preclude or materially hinder the change in zoning."

2. Execution in Counterparts. This Sixth Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

3. Effect of Sixth Amendment. Except as modified by this Sixth Amendment, the Agreement and each term contained therein remains in full force and effect. In the event of a conflict between the Agreement and the terms of this Sixth Amendment, this Sixth Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have entered into this Sixth Amendment as of the day and year first written above.

[Signatures appear on next page.]

DEVELOPER:

GREEN VALLEY LAND, LLC,
a Delaware limited liability company

By: 
Name: Harvey J. Sherr
Its: Manager

AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF FAIRFIELD,
a public body, politic and corporate

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a 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 _____ **Notary Certificate Attached**

(seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a 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 _____

(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.

California All-Purpose Acknowledgement

State of California }
County of Sonoma } SS.

On July 5th, 2019 before me Liliana Ponce Perez, Notary Public

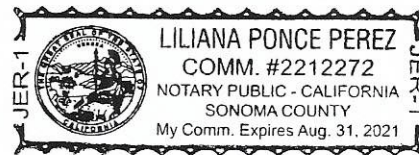
personally appeared Harvey Shein
Name(s) of Signer(s)

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 Liliana Ponce Perez (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of the Attached Document:

Title of Type of Document: Sixth Amendment to Disposition and Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____