

## CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), does hereby conditionally assign to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, commonly known as the Office of Community Investment and Infrastructure (the "**Agency**"), to the extent permissible, all of its right, title and interest in and to any and all warranties and guaranties (individually a "**Warranty**", and collectively, "**Warranties**") applicable to the Acquisition Facilities set forth on "Exhibit A" attached hereto and incorporated herein by this reference (the "**Acquisition Facilities**").

This Conditional Assignment of Warranties and Guaranties (the "**Assignment**") is being made in connection with Section 4.3(c) of that certain Acquisition Agreement dated as of June 1, 2001, by and between Catellus Development Corporation and the Redevelopment Agency of the City and County of San Francisco, as supplemented by that certain Supplement No. 1 to Acquisition Agreement dated as of October 1, 2002, as assigned to FOCIL pursuant to that certain Assignment, Assumption and Release Agreement (Mission Bay South) dated November 22, 2004, applicable to the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 6 (Mission Bay South Public Improvements) (as may be further supplemented or amended from time to time, the "**Acquisition Agreement**").

The parties hereto agree that if the Agency or any of its successors and/or assigns exercise any right of repair, warranty, guaranty, or other right against FOCIL, if any, with respect to an Acquisition Facility which is also the subject of a Warranty, FOCIL, at its option, without any requirement that it do so, may enforce the Warranty. If FOCIL elects to enforce the Warranty, FOCIL shall provide notice to the Agency within ten (10) business days of receipt of notice that the Agency or any of its respective successors and/or assigns is exercising a right of repair, warranty, guaranty, and/or similar right with respect to the Acquisition Facility. If FOCIL fails to provide such notice to the Agency within ten (10) business days, or otherwise fails to diligently pursue the Warranty thereafter, the Agency shall have the sole right and privilege to enforce the Warranty.

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of FOCIL and the Agency.

A notice or communication under this Assignment by any party to any other party shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Agency:

Office of Community Investment and Infrastructure  
Successor Agency to the Redevelopment Agency of the City and County of  
San Francisco  
One South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94102  
Attn: Executive Director  
Facsimile No.: (415) 749-2525

with copies to:

Office of the City Administrator  
City Hall, Room 362  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Naomi M. Kelly  
Facsimile No.: (415) 554-4849

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Jr. Place  
San Francisco, CA 94102-4682  
Attention: Real Estate/Finance Team  
Facsimile No: (415) 554-4755

And to:

Director of Public Works  
City & County of San Francisco  
c/o Barbara Moy, Manager  
Mission Bay Project  
30 Van Ness Avenue, Suite 4200  
San Francisco, CA 94102  
Facsimile No: (415) 581-2569

in the case of a notice or communication to FOCIL,

FOCIL-MB, LLC  
c/o Farallon Capital Management  
One Maritime Plaza, Suite 2100  
San Francisco, CA 94111  
Attn: Richard B. Fried and Joshua Dapice  
Facsimile No.: (415) 956-8852

with a copy to:

Mission Bay Development Group, LLC  
410 China Basin Street  
San Francisco, CA 94158  
Attn: Legal Department  
Email: [legal@mbaydevelopment.com](mailto:legal@mbaydevelopment.com)  
Telephone No.: (415) 355-6600

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Assignment shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. For the convenience of the parties, copies of notices may also be given by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument.

The terms of this Assignment may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve FOCIL of its warranty or guaranty responsibilities, with respect to any improvements, under the Mission Bay Plan and Plan Documents or subsequent Permits.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the 8 day of FEBRUARY, 2019.

FOCIL:

FOCIL-MB, LLC,  
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,  
a Delaware limited liability company

Its: Manager

By: 

Name: **Richard B. Fried**  
**Managing Member**

Its: \_\_\_\_\_

AGENCY:

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

By:   
Name: Nadia Sesay  
Title: Executive Director

## Exhibit A

### List of Acquisition Facilities

The facilities include the Mission Bay Park P5 improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #16IE-0176 dated March 2, 2016 for said improvements, and the improvement plans and specifications described therein (the “**Improvements**”), but excepting therefrom those portions of the Improvements which are identified on the as-built drawings as PG&E service conduits and vaults, AT&T service conduits and Comcast service conduits, which are facilities to be transferred to “private” joint trench participants. The list of facilities delivered to and on file with the City is as follows:

- 7550 Site Prep, Demo and Grading: Includes but not limited mobilization costs, all required SWPPP measures including dust control, RMP compliance including construction site fencing and clearing and grubbing.
- 7551 Sanitary sewer: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, testing, sand traps and service stubs
- 7552 Storm Drain: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs.
- 7553 Low Pressure and Domestic Water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, drinking fountains and service stubs and hydrants.
- 7554 Reclaimed Water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, and service stubs and hydrants.
- 7555 Water Testing System: Testing of LPW and RWL systems.
- 7556 Site Electrical and Lighting: Includes but not limited to trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, installations of park lights and foundations and miscellaneous hardware required to provide site lighting and electrical.
- 7557 Minor Concrete and Sidewalks: Includes but not limited to minor fine grading, concrete curb and dowel for concrete paving.
- 7558 Artificial Turf and Drainage Field: Includes but not limited to furnishing and installation of Artificial Turf, gravel, permeable drain rock, geotextile fabric, perforated pipe and PVC liner.
- 7559 Landscape and Irrigation: Includes but not limited to all irrigation systems, landscape soil preparations, landscape establishment and maintenance periods, trees, and planting.
- 7560 Site Furnishings: Includes but not limited to benches, picnic tables, trash receptacles, bollards, bicycle racks and dog play area furnishings including fencing, gates and gate posts and signage.
- 7561 Owner Supplied Materials.