

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 94103
Attn: Executive Director
Facsimile No.: (415) 749-2585

with copies to:

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

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

Office of the Real Estate Division
25 Van Ness Avenue, #400
San Francisco, CA 94102
Attn: Director of Real Estate
Email: Andrico.penick@sfgov.org

And to:

Director of Public Works
City & County of San Francisco
c/o Cathal Hennessy, Project Manager
Mission Bay Project
49 South Van Ness Avenue, Ninth Floor
San Francisco, CA 94103
Facsimile No.: (415) 581-2569

in the case of a notice or communication to FOCIL,

FOCIL-MB, LLC
c/o FOCIL Management, LLC
401 Terry A. Francois Blvd. Suite 122
San Francisco, California 94158
Attn: Mr. Seth Hamalian
Email: shamalian@mbaydevelopment.com
Telephone No.: (415) 355-6600

with a copy to:

Mission Bay Development Group, LLC
401 Terry A. Francois Blvd. Suite 122
San Francisco, California 94158
Attn: Legal Department
Email: 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 25 day of October, 2022.

FOCIL:

FOCIL-MB, LLC,
a Delaware limited liability company

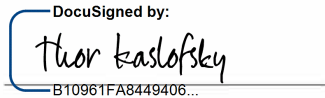
By: FOCIL Management, LLC,
a California limited liability company
Its: Manager

By: 

Name: Seth Hamalian
Title: Managing Member

AGENCY:

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

By: 
B10961FA8449406...

Name: Thurston Kaslofsky
Title: Executive Director

Exhibit A

List of Acquisition Facilities

The facilities include the Mission Bay Park P3 Public Improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #19IE-00485 dated June 11, 2019 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 a private fire hydrant and supply lateral, which are facilities to be transferred to a “private” entity. The list of facilities delivered to and on file with the City is as follows:

- 7530.01 Mobilization/Demobilization
- 7530.02 SWPPP Initial Improvements Installation including fiber rolls, and stabilized construction entrances
- 7530.03 Monthly Maintenance of SWPPP Improvements
- 7530.04 Establish and Maintain Site Security Fencing
- 7530.05 Demo existing fence, AC, Curb, Sidewalk, Signs, Light poles, Power poles as shown on C1.5 sheets
- 7530.06 Demo existing lift station, manholes, piping, CDS unit
- 7530.07 Protect Items to remain including signs, poles shown on Sheets C1.5 and Perch Piles
- 7530.08 Survey and Layout (All Survey shall be Performed by F3)
- 7530.09 Dust Control including but not limited to water truck, Hydrant meter rental, water costs, etc.
- 7530.10 Protect existing fencing along face of building throughout construction
- 7530.11 At project completion remove existing fencing along face of building, provide temporary fence panels as necessary to secure emergency access to building entrances throughout construction period
- 7530.12 Allowance F3 Surveying
- 7531.01 Purchase Floating Boom from Owner
- 7531.02 Install and maintain floating boom and any other measures to adhere to RWQCB, NOAA, Army Corp of Engineer's Permit Conditions
- 7531.03 Remove and dispose of Rubble, Pilings, Rip Rap, Wood, Pipe, Vegetation, and Trash from shoreline
- 7531.04 Excavation for Slope Reconstruction
- 7531.05 Furnish and Install topsoil in horizontal lifts, Minimum 12-in in depth per Geotech's recommendations
- 7531.06 Furnish and Install Rip Rap
- 7531.07 Place Coconut Matting
- 7531.08 Modify existing outfall per Sheet C3.1 including sawcutting, demolition, drill and doweling reinforcement, wall thimble, link seal, Inline check valve and 49' of 18" SD
- 7532.01 Rough Grade planter areas, vegetated swales and bio retention areas, installation of the indicator fabric
- 7532.02 Rough Grade/Fine Grade hardscape, boardwalk, and paver areas, indicator fabric, compacted aggregate base
- 7532.03 Transport unusable soil to P9, SWPPP protect stockpile

- 7532.04 Allowance: Transportation and Disposal of Class 1 non- RCRA Hazardous Materials and/or Class II non- Hazardous Materials
- 7533.01 6", 8" & 18" SD System complete including Solid Wall Pipe, Perf Pipe, Area Drains, Catch Basins, Cleanouts, Connect to Existing, Testing
- 7533.02 Manholes
- 7533.03 4", 8" & 10" SDFM System complete including Pipe, valves, fittings, thrust blocks, Testing
- 7533.04 Corrugated Steel Arch Pipe
- 7533.05 Concrete encasement of culvert pipes
- 7533.06 12" HDPE culvert
- 7533.07 Allowance: Purchase Screened Engineered Fill from FOCIL-MB, LLC
- 7534.01 2" Potable Water System Complete including connection to Main, Backflow Preventer, Backflow Preventer cage, Valves. Drinking Fountain, Drinking Fountain Drainage System, testing, Cathodic Protection, etc.
- 7534.02 8" Potable Water System Complete including connection to Main, pipe, fittings, thrust blocks, fire hydrant, testing, Cathodic Protection, etc.
- 7535.01 Reclaimed Water Mainline in 3rd Street including sawcutting, trenching, coordinate Water Dept connection @ Sta. 18+20, Blow Off, Testing, Cathodic protection, T-Trench, ACWS Restoration.
- 7535.02 Remaining Reclaimed Water System Complete including connection to main, meter vault, Backflow Preventer, Backflow Cage, 2" pipe, Valves, Cathodic Protection, etc.
- 7536.01 Electrical distribution System Complete including Pull Boxes, Conduit, Conductors, Service Pedestal, Fuses, Receptacles, Testing
- 7536.02 Install new PGE Service Box on 3rd Street and coordinate PGE connection to new box
- 7536.03 SE1, Pole Top Light
- 7536.04 SE2, Bollard Light
- 7536.05 SE3, Bench Light
- 7536.06 SE4, Pole Top Light with outlet
- 7537.01 P1A Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.02 P1B Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.03 P2 Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.04 P3 Pervious Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.05 P8 Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.06 P9 Concrete Paving including thickened edges, reinforcing and all EJ and TJ
- 7537.07 P5 Stepping Stones
- 7537.08 P6A Rock Mulch
- 7537.09 P6B Rock Mulch
- 7537.10 P6C Rock Mulch
- 7537.11 P7 Wood Mulch
- 7537.12 P10 Rip Rap at Treatment Area
- 7537.13 Pedestrian Curb Ramps including ACWS Restoration
- 7537.14 20 ft EVA Driveway including ACWS restoration
- 7538.01 Boardwalk including reinforced concrete sub slab
- 7538.02 Wood Boardwalk Curb
- 7538.03 Steel Curb
- 7538.04 Pipe Railing

- 7538.05 Concrete Curb
- 7538.06 Park Rules Signage
- 7538.07 Blades Signage
- 7538.08 Bicycle Markings in Pavement
- 7538.09 Treatment Outfall
- 7538.10 Reinforced Treatment Weir
- 7538.11 Treatment Overflow Drain
- 7538.12 Removable Bollard
- 7538.13 ADA Plaque
- 7538.14 Post Mounted Shared Path Signage
- 7538.15 Bench Type A with Back
- 7538.16 Bench Type A
- 7538.17 Bench Type A @ corner
- 7538.18 Bench Type B
- 7538.19 Bench Type C
- 7538.20 Picnic Tables and Benches
- 7538.21 Bike Rack
- 7538.22 Trash Receptacle
- 7538.23 Drinking Fountain
- 7539.01 Tree Planting Soil, Tree Backfill Mix
- 7539.02 Inspection Pipe System at 60" Tree
- 7539.03 Bio Retention Basin Areas complete including piping, overflows, liner, geotextile fabrics, aggregate, Imported Topsoil, Bioretention Soil Mix, soil blending, structures, cleanouts, hydraulic connections, etc.
- 7539.04 Planter Areas including piping, liner, geotextile fabrics, aggregate, imported top soil, Planting Soil Mix, soil blending, structures, cleanouts, hydraulic connections, etc.
- 7539.05 Irrigation Water System Complete including connection to meter vault, Backflow Preventer, Valves, Vaults, Irrigation Controller, Weather Sensor, Control Wires, Testing, Drip System, Driplines, Bubblers, Spray Heads, etc.
- 7539.06 Tree, CA Box Elder - 48" Box
- 7539.07 Tree, Brisbane Box - 48" Box
- 7539.08 Tree, Fastigata Maidenhair - 48"Box
- 7539.09 Tree, Coast Live Oak - 60" Box Field Grown
- 7539.10 Tree, Pussy Willow - 24"Multi
- 7539.11 Tree Staking and Anchoring systems
- 7539.12 Shrubs, Groundcovers, Ornamental Grasses as detailed on L7.10 & L7.20
- 7539.13 Mix 1, Bioswale and Stormwater Treatment Plantings
- 7539.14 Mix 2, Bioswale and Stormwater Treatment Plantings
- 7539.15 90 Day Plant Establishment Period
- 7539.16 Landscape Maintenance per Trade Scope section 2.63.7
- 7540.01 Owner Supplied Materials (City/Agency-Performed Work)
- 7540.02 Owner Supplied Materials (City/Agency-Performed Work)