

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL"), does hereby conditionally assign to the City and County of San Francisco (acting by and through the San Francisco Department of Public Works) ("CCSF"), 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 (this "**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 CCSF 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 CCSF within ten (10) business days of receipt of notice that the CCSF or any of its successors and/or assigns are 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 CCSF within ten (10) business days, or otherwise fails to diligently pursue the Warranty thereafter, the CCSF 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 CCSF.

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 CCSF:

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
Telephone No: (415) 581-2568

City Attorney's Office
City & County of San Francisco
1 Dr. Carlton B. Goodlett Jr. Place, Room 234
San Francisco, CA 94102-4682
Attention: John D. Malamut, Esq.
Telephone No: (415) 554-4622

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
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 ~~August~~ FEBRUARY 2, 2018, 2017.

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: _____

CCSF:

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: 

Mohammed Nuru
Director of Public Works

Exhibit A

List of Acquisition Facilities

The facilities include the Route 280 / Mariposa Street Intersection Improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #14IE-0850, dated September 2, 2014 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:

- 7800 Site Prep, Demo and Grading: Includes but not limited to clear & grub and grading.
- 7801 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.
- 7802 Sanitary sewer: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, and service stubs.
- 7803 Auxiliary water supply system (AWSS) high pressure water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation.
- 7804 Low pressure and domestic water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrants.
- 7805 Joint Trench: Includes but not limited to trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various underground costs, and miscellaneous structures, excluding relocations of existing utilities.
- 7806 Curbs and Gutters: Includes but not limited to soil spoil off-haul and disposal, concrete curb and gutter, concrete vertical curb, curb ramps, and driveway depressions.
- 7807 Street Sections: Includes but not limited to grading, soil spoil off-haul and disposal, base-rock, concrete base, conform-grinding, and asphalt pavement, permanent and primary and final lifts.
- 7808 Sidewalks: Includes but not limited to final grading, soil spoil off-haul and disposal, curb ramps, handicap ramps, concrete sidewalk, and specialty treatments.
- 7809 Street light relocation: Relocate ramp streetlights and signage.
- 7810 Signage and striping: Includes but not limited to all posts, foundations, sign attachments, delineators, barriers, and traffic control measures (Striping to be provided by CCSF-DPT)
- 7811 Traffic signals: Includes but not limited to controller, foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors; and installation of Owner furnished anchor bolts, bases, poles, arms, and luminaires.
- 7812 Owner Supplied Materials.