

INFRASTRUCTURE PERMITTING AGREEMENT
(SUNNYDALE PHASE 1A-1 AND 1A-2 PROJECT)

This INFRASTRUCTURE PERMITTING AGREEMENT (Sunnydale Phase 1A-1 and 1A-2 Project) (this "**Agreement**") is entered into as of July 5, 2019 (the "**Effective Date**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California ("**City**"), and SUNNYDALE INFRASTRUCTURE LLC, a California limited liability company, its successors and assigns ("**Subdivider**").

RECITALS

A. Subdivider is an affiliate of Sunnydale Development Co., LLC, a California limited liability company (the "**Master Developer**"). The Master Developer, the Housing Authority of the City and County of San Francisco, a public body, corporate and politic ("**Authority**"), and the City, acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**"), are parties to the Master Developer Agreement dated as of March 3, 2017, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on March 3, 2017 as Document No. 2017-K416598-00 (the "**MDA**"). The Master Developer has assigned its rights and obligations related to infrastructure development under the MDA to Subdivider.

B. Pursuant to the San Francisco Subdivision Code (the "**Code**"), the 2015 San Francisco Subdivision Regulations (the "**Subdivision Regulations**"), and that certain Development Agreement dated as of March 3, 2017, by and between Master Developer and the City and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on March 3, 2017 as Document No. 2017-K416604-00 ("**DA**"), Subdivider, as assignee of Master Developer's rights and obligations related to infrastructure development under the DA, is engaged in subdividing the property that is subject to proposed "Final Map No. 9537" ("**Final Map**") consisting of approximately 48.8 acres, as shown therein ("**Property**"). A tentative subdivision map, entitled "Tentative Subdivision Map 9537 for condominium and other purposes" ("**Tentative Map**"), for the proposed subdivision of the

Property was approved by the Director of the Department of Public Works (“**Director**” with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act (“**Advisory Agency**”), subject to certain requirements and conditions contained in the Director’s Conditions of Approval dated April 19, 2019 (“**Conditions of Approval**”).

F. The Code also requires that before a Final Map is approved by the Board of Supervisors, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City as detailed in the plans and specifications approved by the City Engineer, or (ii) entered into a Public Improvement Agreement (“**PIA**”) with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided appropriate security to ensure satisfactory completion of the work. The Board of Supervisors shall approve the PIA.

G. Pursuant to the MDA and DA, Subdivider is obligated to construct horizontal infrastructure and public improvements on the street and utilities lots, as well as privately owned publicly accessible open space improvements on Lots B, C, D and E, inclusive (“**Open Space Lots**”). The foregoing infrastructure and public improvements are described in the Sunnydale HOPE SF Master Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DA and as may be amended from time to time, and the Sunnydale HOPE SF Streetscape Master Plan dated October 2, 2018, as may be amended from time to time (the “**Streetscape Master Plan**”), and the Tentative and Final Maps.

H. Concurrent with the execution of this Agreement, Subdivider and the Authority are executing a Ground Lease Agreement (Sunnydale-Velasco: Infrastructure Phases 1A-1 and 1A-2) (the “**Infrastructure Ground Lease**”), pursuant to which the Subdivider will lease the land on which the Required Infrastructure (as defined in Recital I, below) will be constructed. The Subdivider and the Authority also intend to enter into a Construction License Agreement (the “**Construction License Agreement**”) pursuant to which the Subdivider (and the City, in the event of default by the Subdivider of its construction obligations under this Agreement) will be provided access to Authority property necessary for construction staging and site preparation access for the Required Infrastructure.

I. Subdivider seeks to commence installation and construction of the Required Infrastructure in advance of the Director's approval of a Final Map, or the approval of a PIA by the Board of Supervisors in accordance with applicable law, including the terms and conditions of the Subdivision Regulations regarding work that commences prior to a final map. The public improvements to be installed or constructed are more particularly described in those certain improvement plans for Phase 1 of the Project site identified in Exhibit A, as such plans are revised from time to time (the "**Plans and Specifications**"). The Plans and Specifications provide for the construction and installation of the public improvements associated with Phase I of the project and Off-Site Improvements associated with the Project (the "**Required Infrastructure**"). The forms of infrastructure mentioned above collectively comprise the Required Infrastructure and the estimated costs of completing the Required Infrastructure are described in Exhibit B hereto (the "**Estimated Costs**"), and referenced in Section 3(a)(i) hereof. Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works ("**Public Works**").

J. Subdivider has reviewed the list of documentation typically required by an improvement agreement. The list is attached as Exhibit C.

K. On March 13, 2019, Public Works held a hearing and considered Subdivider's request to defer submittal of certain items typically required by an improvement agreement, and request for certain exceptions to the Code and regulations pertaining to the design and construction of the Required Infrastructure. On May 21, 2019, Subdivider submitted a letter requesting deferral of certain additional items until after the time Subdivider submits its Final Map. On June __, 2019, Public Works issued Order No. _____, granting the request to defer submittal of those items described in Exhibit D, until after the time Subdivider submits its Final Map, unless deferred by the Director, in writing, to a later date, and granting certain exceptions to the Code and regulations pertaining to the design and construction of the Required Infrastructure.

L. Notwithstanding any contrary provision of this Agreement, Subdivider acknowledges that prior to Public Works' approval of the Final Map and the Board of Supervisors' approval of the PIA, construction of any portion of the Required Infrastructure under a street improvement permit, excavation permit, or any other Public Works approval shall be performed at Subdivider's sole risk, and that the Director, by issuing any permit and approving this Agreement, retains complete discretion and authority to require modification or relocation of, or any other change to, the Required Infrastructure to the extent that such changes result from the Director's review and approval of the Final Map and the PIA and the Director makes no representations about the City's intent or willingness to Accept (as defined in Section 7(b))any portion of the Required Infrastructure; provided, however, that nothing herein is intended to affect the rights and obligations of the parties to comply with their respective obligations under the the DA, including review procedures for Required Infrastructure to the extent set forth therein.

M. Construction of the Required Infrastructure may be authorized under a Street Improvement Excavation Permit ("**Excavation Permit**"). Pursuant to the Code, Subdivider may not commence the installation or construction of any portion of the Required Infrastructure until the City Engineer has approved the improvement plans for the Required Infrastructure, and any work done prior to the approval of the improvement plans, including changes thereto, or without the inspection and testing required by the City Engineer is subject to rejection. Such work shall be deemed to have been done at the risk and peril of the Subdivider.

N. Pursuant to the Code, Subdivider is obligated to file an improvement bond for any public improvements constructed or installed prior to the filing of the Final Map. This Agreement shall govern security for any portion of the Required Infrastructure constructed prior to the execution of a PIA. Security provided by Subdivider under this Agreement shall be maintained and, if applicable, released, pursuant to the terms of the Code, the Subdivision Regulations, and this Agreement.

O. The Parties agree that any approval of the Final Map shall be conditioned upon the Subdivider satisfying any conditions identified in this Agreement, unless otherwise deferred or waived by written decision of the Director.

P. The Parties anticipate that the Board of Supervisors will consider approval of any Final Map along with a PIA. Subdivider shall cooperate with the City to finalize the PIA. Upon approval of the PIA by the City's Board of Supervisors, the PIA shall supersede this Agreement and shall set forth the terms and conditions for the City's Acceptance of the Required Infrastructure.

Q. The City and the Subdivider desire to enter into this Agreement in order to implement the DA, and to simultaneously satisfy the security provisions of the Subdivision Map Act and the Code in accordance with the terms hereof.

R. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DA, (iii) the Subdivision Regulations, and (iv) the Plans and Specifications.

NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider, and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider, in good and workmanlike manner, shall furnish all necessary materials and complete the portions of the Required Infrastructure to be constructed pursuant to this Agreement in conformity with the Plans and Specifications as described in Exhibit A, as appropriate.

(b) Subdivider acknowledges that prior to approval by the Board of Supervisors of the PIA, construction of any portion of the Required Infrastructure shall be performed at Subdivider's sole risk, and that the Director retains full discretion to grant or deny a request for a Notice of Completion of the Required Infrastructure, or to require Subdivider to modify, relocate, or make other changes to the Required Infrastructure, if the Director determines that such changes would be required based upon his review and approval of the Final Map; provided, however, that nothing herein is intended to affect the rights and obligations of the parties to comply with their

respective obligations under the DA including review procedures for Required Infrastructure to the extent set forth therein.

(c) Phased Completion. Subdivider shall complete construction of the Required Infrastructure on or within two (2) years of the issuance of the applicable permit permitting such construction to be performed. The period of time provided in this condition may be extended by operation of Section 9(b) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access, and storage requirements for each adjacent project and subsequent projects.

(d) Other Required Documentation.

(i) Prior to the Director's approval of this Agreement, Subdivider has provided executed and recorded copies of all the documents, agreements, and notices required pursuant to Exhibit C, except for those documents, agreements, and notices deferred by the Director, in Public Works Order No. _____.

(ii) Subdivider shall provide evidence of Security in an amount that collectively satisfy Section 3(a) of this Agreement.

(e) As-Builts. Subdivider will be required to provide As-Built diagrams as a condition of Acceptance by the Board of Supervisors. The PIA will govern the submission of As-Built diagrams relevant to the Required Infrastructure.

(f) Maintenance and Liability of Required Infrastructure. Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure and shall bear the liability regarding the same consistent with Section 1651 of the Code as incorporated by the Subdivision Regulations.

(g) Restoration. If Subdivider is required to excavate or otherwise remove all or any portion of any pavement, sidewalk, or landscaping improvements located within or adjacent to the construction areas shown on the Plans and Specifications in connection with the construction or installation of the Required Infrastructure, and those portions of the pavement, sidewalk, or landscaping are not being replaced as part of the Required Infrastructure,

Subdivider shall restore such improvements to substantially the condition in which they existed prior to construction of the Required Infrastructure, and to a condition acceptable by the permitting agency (except as provided herein in the Plans and Specifications for the Required Infrastructure or by separate written agreement between Subdivider and the City.

3. Improvement Security.

(a) Security. Prior to the Director executing this Agreement on behalf of the City, Subdivider shall furnish and deliver to the Director bonds, in favor of the City, substantially in the forms attached as Exhibit E-1, and E-2, and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure as follows:

(i) Performance bonds in the amount of Fourteen Million One Hundred Forty-Three Thousand Five Hundred and Seventy Five Dollars (\$14,143,575) which is 100% of estimated cost of completion of the construction and installation of Required Infrastructure as determined by the Director in accordance with the requirements of the Subdivision Map Act, Code and Regulations) to secure the satisfactory performance of Subdivider's obligations (Exhibit E-1); and

(ii) A payment bond or other acceptable security in the amount of Seven Million Seventy One Thousand Seven Hundred Eighty Seven Dollars (\$7,071,787) which is 50% of the estimated cost of completion of the Required Infrastructure as determined by the Director in accordance with the requirements of the Subdivision Map Act, Code and Regulations) as guarantee of payment for the labor, materials, equipment, and services required for the Required Infrastructure (Exhibit E-2).

(b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(b) shall be referred to collectively as the "Security".

(c) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(c) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider fails to repair or maintain the Required Infrastructure as provided herein, and fails to correct or cure any such failure within fifteen (15) days after receipt of written notice from the City (or if such correction or cure cannot reasonably be completed within such 15 day period, Subdivider has commenced such correction and cure and is prosecuting diligently to completion), the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(d) DA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DA. Nothing in this Agreement shall alter the City or Subdivider's rights and remedies under the DA or the security to be provided by Subdivider under the DA, except as provided in the DA.

4. Construction of Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the component or portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(d); provided further that Subdivider has obtained, and offered the City equivalent third party beneficiary rights to, all necessary rights, permissions, easements, permits to enter, or licenses for construction access, including from any affected third parties, and, to the extent required for construction or installation of the Required Infrastructure.

(b) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a "Plan Revision") shall be submitted in writing to the Director (or his or her designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's

designee). If the Director (or his or her designee) approves an instructional bulletin, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Infrastructure Plan amendments or other related documentation required for a Plan Revision shall be processed with reasonable promptness and in accordance with applicable requirements of the DA. Approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

(c) Protection of Required Infrastructure. Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted. In order to protect the Required Infrastructure from damage and to minimize Subdivider's exposure to liability until such time as the applicable Required Infrastructure, or portion thereof, is Accepted pursuant to the terms of the PIA and the procedures set forth in the Code and the Subdivision Regulations, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way.

5. Release of Security. Security shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to a future PIA and the procedures set forth in the Subdivision Regulations.

6. City's Contingent Construction and Maintenance Access Prior to Acceptance. The Parties acknowledge that pursuant to the terms of the Construction License Agreement, the Subdivider has been granted a license to enter upon the Property in the areas of the construction

and installation of the Required Infrastructure for purposes of construction staging and site preparation as generally shown in the Plans and Specifications. Further, under the Infrastructure Ground Lease and this Agreement, City shall have the authority: (i) to complete the Subdivider's Required Infrastructure obligation at any time prior to the Board of Supervisors' final acceptance to the extent the City exercises its rights following a default by the Subdivider; and (ii) to maintain, repair, or remove the Required Infrastructure prior to Acceptance by the Board of Supervisors, provided that such grant shall be effective only in the event and to the extent that Subdivider fails to repair or maintain the Required Infrastructure as provided herein, and fails to correct or cure any such failure within fifteen (15) days after receipt of written notice from the City. The license shall remain in effect for the earlier of (i) five (5) years pursuant to the Code, (ii) the date that the Infrastructure Ground Lease terminates as to the applicable area subject to the right of entry, or (iii) until such time as a replacement easement or other property interest satisfactory to the Director is provided in conjunction with the PIA.

7. Offer of Dedication and No Acceptance.

(a) Offer of Dedication. The Parties acknowledge that Subdivider has made or will make certain irrevocable offers of dedication of improvements, easements and/or licenses. These offers shall be reflected in the owners' statement of any Final Map. In addition, the offers of dedication of improvements, easements, and licenses shall each be made by separate instrument(s).

(b) Acceptance. The City is not, by executing this Agreement, accepting the offer of dedication of the Required Infrastructure for public use, maintenance, and liability pursuant to the terms of the Code and the Subdivision Regulations ("Accepting"), or agreeing to Accept the Required Infrastructure in advance of the recordation of the Final Map and execution of the PIA. The Required Infrastructure will only be considered for Acceptance for public use, maintenance, and liability pursuant to the terms of the PIA.

8. Warranty and Indemnity.

(a) Warranty. The PIA shall govern the warranty provisions relevant to the Required Infrastructure.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA. Consistent with the DA, the indemnity provided in Section 6.13 of the DA shall apply to all work performed under this Agreement. DA Section 6.13 is excerpted in Exhibit F attached hereto and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DA Section 6.13.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

9. Miscellaneous.

(a) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City or Port.

(b) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay in accordance with the relevant provisions of the DA, which provisions are excerpted in Exhibit G attached hereto and incorporated herein by this reference.

(c) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 9(d) include attorneys' fees on any appeal, and, in addition, a

party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(d) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) 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 Director of Public Works:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel
Reference: Sunnydale HOPE SF Phase 1A-1 and 1A-2 Project

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
Attn: Molly Petrick and John Roddy
Reference: Sunnydale HOPE SF Phase 1A-1 and 1A-2 Project

And in the case of a notice or communication to the Subdivider:

Sunnydale Infrastructure LLC
1256 Market Street
San Francisco, CA 94102
Attention: Ramie Dare

With copies to:

Related/Sunnydale Infrastructure, LLC
44 Montgomery Street, #1300
San Francisco, CA 94104
Attn: Ann Silverberg

Farella Braun & Martel LLP
235 Montgomery Street, 17th Floor
San Francisco, CA 94104
Attn: Charles J. Higley

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Sunnydale HOPE SF Phase 1A-1 and 1A-2 Site Infrastructure Permitting Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address 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 Agreement 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.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "SUNNYDALE HOPE SF PHASE 1A-1 AND 1A-2 SITE: IMMEDIATE ATTENTION REQUIRED."

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider's rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DA as "Developer" (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director's approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to the City under the DA; (2) Subdivider provides to the Director a copy of the executed DA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits E-1, and E-2; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(f) Development Agreement and Interagency Cooperation Agreement. The City shall cooperate with the Subdivider consistent with the terms of the DA, including, without limitation, in Subdivider's efforts to obtain applicable approvals from other government agencies required for the construction of the Required Infrastructure. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA.

(g) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights

upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(h) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than City and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(i) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(k) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

(l) Insurance. Subdivider shall, at all times, comply with the insurance requirements set forth in the DA and/or any applicable license. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager a certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

IN WITNESS WHEREOF, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

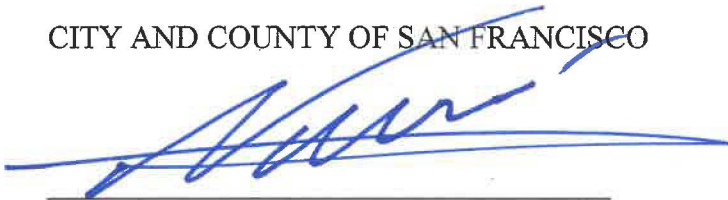
[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

SUNNYDALE INFRASTRUCTURE LLC,
a California limited liability company

By: Ramie Dane
Name: RAMIE DANE
Its: VICE PRESIDENT

CITY AND COUNTY OF SAN FRANCISCO



By: Mohammed Nuru
Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY



John Malamut
Deputy City Attorney

Exhibits

- Exhibit A: Plans and Specifications
- Exhibit B: Estimated Costs
- Exhibit C: Documentation Required for Public Improvement Agreement
- Exhibit D: Letter Request for Items Deferred
- Exhibit E-1: Form of Performance Bond
- Exhibit E-2: Form of Payment Bond
- Exhibit F: DA Section 6.13
- Exhibit G: DA Excusable Delay Provisions

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California }
County of SAN FRANCISCO }

On JUNE 26, 2019 before me, CLAUDIA FLORES, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared RAMIS DARS
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.



Place Notary Seal and/or Stamp Above

Signature Claudia Flores
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

EXHIBIT A

Plans and Specifications

The Sunnydale HOPE SF Phase 1A-1 and 1A-2 Street Improvement Plans prepared by kpff Engineers, dated May 17, 2019.

Street Improvement Permit Sheet Index and Specifications

CIVIL DRAWINGS

- C0.1 TITLE SHEET
- C0.2 GENERAL NOTES, LEGEND AND ABBREVIATIONS
- C0.3 GENERAL NOTES (CONT'D)
- C0.4 EXISTING CONDITIONS (FOR REFERENCE ONLY)
- C0.5 STREET SECTIONS
- C0.6 MITIGATION MONITORING AND REPORTING PROGRAM
- C0.7 MITIGATION MONITORING AND REPORTING PROGRAM (CONT'D)
- C0.8 MITIGATION MONITORING AND REPORTING PROGRAM (CONT'D)
- C1.1 NORTH DEMOLITION PLAN
- C1.2 SOUTH DEMOLITION PLAN
- C1.3 OFFSITE DEMOLITION PLAN
- C2.1 NORTH GRADING PLAN
- C2.2 SOUTH GRADING PLAN
- C2.3 CUT AND FILL AREA MAP
- C3.1 EROSION PREVENTION AND SEDIMENTATION CONTROL DETAILS
- C3.2 EROSION PREVENTION AND SEDIMENTATION CONTROL PLAN
- C3.3 EROSION PREVENTION AND SEDIMENTATION CONTROL PLAN
- C3.4 EROSION CONTROL PLAN PHASE A
- C3.5 EROSION CONTROL PLAN PHASE B
- C4.1 SUNRISE WAY PLAN AND PROFILE
- C4.2 TEMPORARY SUNRISE WAY PLAN AND PROFILE
- C4.3 MALOSI STREET PLAN AND PROFILE
- C4.4 HARMONIA STREET PLAN AND PROFILE
- C4.5 BIORETENTION CURB GRADING DETAILS
- C5.1 BLOCK 5 SITE IMPROVEMENT PLAN
- C6.1 SUNRISE WAY UTILITY COMPOSITE PLAN AND PROFILE
- C6.2 MALOSI STREET UTILITY COMPOSITE PLAN AND PROFILE
- C6.3 HARMONIA STREET UTILITY COMPOSITE PLAN AND PROFILE
- C6.4 SUNRISE WAY SEWER LATERAL PLAN AND PROFILE
- C6.5 MALOSI STREET SEWER LATERAL PLAN AND PROFILE
- C6.6 HARMONIA STREET SEWER LATERAL PLAN AND PROFILE
- C6.7 HARMONIA/MALOSI STREET INTERSECTION SEWER LATERAL PLAN AND PROFILE
- C7.1 SUNRISE WAY & TEMPORARY SUNRISE WAY SIGNING & STRIPING PLAN
- C7.2 MALOSI STREET AND HARMONIA STREET SIGNING & STRIPING PLAN
- C7.3 OFFSITE SIGNING & STRIPING PLAN
- C8.1 CURB RAMP DETAILS
- C8.2 CURB RAMP DETAILS
- C8.3 SUNRISE WAY DRIVEWAY PLANS
- C9.1 DETAILS (FOR REFERENCE ONLY)
- C9.2 DETAILS (FOR REFERENCE ONLY)
- C9.3 DETAILS (FOR REFERENCE ONLY)
- C9.4 DETAILS (FOR REFERENCE ONLY)
- C9.5 DETAILS
- C9.6 DETAILS

- C9.7 DETAILS
- C10.1 FIRE TRUCK TURNING PLAN
- C10.2 FIRE TRUCK TURNING PLAN

POTABLE WATER & AWSS DRAWINGS

- W1.1 WATER MAIN & AWSS INSTALLATION NOTES
- W1.2 OVERALL WATER MAIN & AWSS LAYOUT PLAN
- W2.0 SANTOS STREET WATER MAIN PLAN AND PROFILE
- W2.1 SUNRISE WAY WATER MAIN & AWSS PLAN AND PROFILE
- W2.1.1 SUNRISE WAY & SAWYER STREET WATER MAIN PLAN AND PROFILE
- W2.2 HARMONIA STREET WATER MAIN PLAN AND PROFILE
- W2.3 HARDEEN STREET WATER MAIN PLAN AND PROFILE
- W2.3.1 HAHN STREET WATER MAIN PLAN AND PROFILE
- W2.3.2 SUNNYDALE AVENUE WATER MAIN PLAN AND PROFILE
- W3.1 WATER MAIN & AWSS INSTALLATION DETAILS 1 OF 3
- W3.2 WATER MAIN & AWSS INSTALLATION DETAILS 2 OF 3
- W3.3 WATER MAIN & AWSS INSTALLATION DETAILS 3 OF 3

STORMWATER MANAGEMENT DRAWINGS

- G1.1 STORMWATER NOTES AND KEY MAP
- SD1.1 STORMWATER PLANS AND PROFILES
- SD1.2 STORMWATER PLANS AND PROFILES
- SD1.3 STORMWATER PLANS AND PROFILES
- D1.0 STORMWATER DETAILS
- D1.1 STORMWATER DETAILS
- D1.2 STORMWATER DETAILS
- D1.3 STORMWATER DETAILS

LANDSCAPE DRAWINGS

- L1.1 SUNRISE WAY STREETScape LAYOUT PLAN
- L1.2 HARMONIA STREET STREETScape LAYOUT PLAN
- L1.3 HARDEEN STREET STREETScape LAYOUT PLAN
- L1.4 HARDEEN STREET SWITCHGEAR SCREEN LAYOUT
- L2.1 SUNRISE WAY STREETScape PLANTING PLAN
- L2.2 HARMONIA STREET STREETScape PLANTING PLAN
- L2.3 HARDEEN STREET STREETScape PLANTING PLAN
- IP1.0 IRRIGATION LEGEND & NOTES
- IP1.1 SUNRISE WAY IRRIGATION PLAN
- IP1.2 HARMONIA STREET IRRIGATION PLAN
- IP1.3 HARDEEN STREET IRRIGATION PLAN AND CALCULATIONS
- IP2.0 IRRIGATION DETAILS
- IP2.1 IRRIGATION DETAILS
- IP2.2 IRRIGATION DETAILS
- IP2.3 IRRIGATION DETAILS

JOINT TRENCH DRAWINGS

- JT1 JOINT TRENCH COMPOSITE TITLE SHEET

- JT2 JOINT TRENCH GENERAL NOTES & DETAILS
- JT3 JOINT TRENCH SECTIONS & DETAILS
- JT4 JOINT TRENCH COMPOSITE PLAN
- JT5 JOINT TRENCH COMPOSITE PLAN

PUBLIC SAFETY CONDUIT & STREET LIGHT DRAWINGS

- PuSL1 PUBLIC STREET LIGHTING TITLE SHEET
- PuSL2 PUBLIC STREET LIGHTING DETAIL SHEET
- PuSL3 PUBLIC STREET LIGHTING SITE PLAN
- PuSL4 PUBLIC STREET LIGHTING SITE PLAN
- PS1 PUBLIC SAFETY CONDUIT PLAN

PUBLIC SAFETY CONDUIT & STREET LIGHT DRAWINGS

- PH1 SITE PHOTOMETRICS - NORTH
- PH2 SITE PHOTOMETRICS - SOUTH

ELECTRICAL DRAWINGS

- E1 ELECTRIC CONSTRUCTION DRAWING
- E2 ELECTRIC CONSTRUCTION DRAWING
- 4KV SKETCH

JOINT TRENCH INTENT DRAWINGS

- INT2 JOINT TRENCH INTENT PLAN (COMCAST)
- INT3 JOINT TRENCH INTENT PLAN (COMCAST)
- INT2 JOINT TRENCH INTENT PLAN (ATT)
- INT3 JOINT TRENCH INTENT PLAN (ATT)
- INT2 JOINT TRENCH INTENT PLAN (WAVE)
- INT3 JOINT TRENCH INTENT PLAN (WAVE)

PROJECT MANUAL

Sunnydale 1A-1 and 1A-2 Street Improvement Permit Specifications
dated May 17, 2019 and prepared by kpff

EXHIBIT B
Estimated Costs

See attached schedule of values

EXHIBIT B: LIST OF COSTS

Item	Description	Quantity	UOM	Unit Price	Total Price
10	Mobilization (5% of Direct Construction Costs)	1	LS	\$ 487,598.00	\$ 487,598.00
20	Earthwork & Paving	1	LS	\$ 1,559,000.00	\$ 1,559,000.00
30	Concrete - Concrete Road Base & Site Concrete	1	LS	\$ 1,585,000.00	\$ 1,585,000.00
40	Wet Utilities - Combined Sewer, LP Water, & AWSS	1	LS	\$ 2,857,906.00	\$ 2,857,906.00
50	Joint Trench	1	LS	\$ 1,509,400.00	\$ 1,509,400.00
60	Electrical & Street Lighting - Installation	1	LS	\$ 217,500.00	\$ 217,500.00
65	Procure Street Light Poles & Fixtures	1	LS	\$ 290,000.00	\$ 290,000.00
70	Shoring - Design	1	LS	\$ 10,000.00	\$ 10,000.00
80	Shoring - Installation	1	LS	\$ 499,400.00	\$ 499,400.00
85	Shoring - Material Procurement	1	LS	\$ 408,600.00	\$ 408,600.00
90	Landscaping & Irrigation	1	LS	\$ 856,157.00	\$ 856,157.00
100	Miscellaneous Metals & Painting	1	LS	\$ 167,000.00	\$ 167,000.00
800	Allowances	1	LS	\$ 752,900.00	\$ 752,900.00
900	Contractor's Contingency	1	LS	\$ 510,058.00	\$ 510,058.00
910	General Conditions	7	Mos	\$ 113,904.00	\$ 797,328.00
920	General Requirements	7	Mos	\$ 107,668.00	\$ 753,676.00
930	Nibbi Insurance	1	LS	\$ 210,413.00	\$ 210,413.00
940	Nibbi Performance and Payment Bonds	1	LS	\$ 98,728.00	\$ 98,728.00
950	Nibbi Overhead & Profit	7	Mos	\$ 74,067.00	\$ 518,469.00
960	City of San Francisco Business Tax	1	LS	\$ 54,442.00	\$ 54,442.00
	TOTAL				\$ 14,143,575.00

EXHIBIT C

Documentation Required for Public Improvement Agreement

1. Approved Street Improvement Permit
2. Offers of improvements
3. Offers of dedication including grant deed
4. Public easement agreements
5. Payment and performance bonds
6. Maintenance matrix

EXHIBIT D:

Letter Request for Items Deferred



May 21, 2019

Bruce Storrs
City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

Barbara Moy
San Francisco Department of Public Works
30 Van Ness, Suite 4200
San Francisco CA 94102

Re: Sunnydale HOPE SF Phase 1A-1 and 1A-2 (Phase 1 Final Map) Request for Deferrals

Dear Bruce and Barbara:

This letter of request for deferrals as described below is in addition to the letter request for exceptions dated April 19, 2019. We request the City approve the deferral of the items below as described.

1. Sidewalk legislation The Tentative Map Conditions of Approval includes the following DPW-BSM Condition #7: "A Street Improvement Permit shall not be approved and issued until all other City design requirements and agency requirements, including but not limited to sidewalk legislation, approval from SFPUC, approval from Public Works Hydraulics, approval from SFFD, approval from SFMTA, approval from Public Works Structural, and approval from the Public Works Disability Access Coordinator are granted unless otherwise stated by Public Works."

We are working to start the construction of infrastructure improvements per an approved Street Improvement Permit and other permits, and under an Infrastructure Permitting Agreement on June 10, 2019. We are also planning for a Public Improvement Agreement for this work to be brought to the Board of Supervisors for approval in early September 2019. The

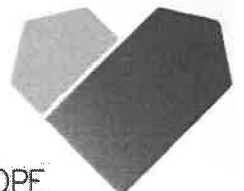
Mercy Housing California

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 415-355-7101

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE



scope includes the construction of a new sidewalk on the west side of Hahn Street, located where the Blythdale right of way will be vacated. We request a deferral of the sidewalk legislation until such time as the offer of the improvements are submitted to the Board of Supervisors for acceptance. We will submit the sidewalk legislation application in Summer 2019.

2. Master Homeowner Association Covenants, Conditions and Restrictions. Per City standard, these are submitted concurrently with the Infrastructure Permitting Agreement and the Public Improvement Agreement. However, we request a deferral of the CCR's prior to the first Temporary Certificate of Occupancy (TCO) in this Phase. We are working to develop a master association for the entire Sunnydale HOPE SF development, which will require us to develop an association budget and structure. We need to conduct some conceptual design of privately-owned open spaces in future phases and to develop a governance structure in partnership with MOHCD and the HOPE SF Director. A deferral of the CCR's to the first TCO in this Phase will allow us time to develop the appropriate CCRs for this mixed income development.
3. Master Major Encroachment Permit and Maintenance Agreement. A deferral is requested to the Notice of Completion for this Phase of infrastructure improvements. This deferral will provide the Subdivider time to work on the master major encroachment permit application, which is a new process. The deferral will also allow for the Subdivider and the City to work on the form of the Agreement and to schedule the item for Board of Supervisors approval.

Please contact me at rdare@mercyhousing.org or (415) 355-7118 if you require additional information to address this request. Thank you.

Sincerely,



Ramie Dare

Director of Real Estate

Exhibit E-1:

Form of Performance Bond

See attached

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Baines-Nibbi JV
1000 Brannan Street, Suite 102
San Francisco, CA 94103

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

Mailing Address for Notices

1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102

CONSTRUCTION CONTRACT

Date: June 13, 2019

Amount: \$14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100—Dollars)

Description:

(Name and location)

Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

BOND

Date: June 18, 2019

(Not earlier than Construction Contract Date)

Amount: \$14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100—Dollars)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Baines-Nibbi JV

SURETY

Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature:

Name and Title: Robert L. Nibbi
President

Signature:

Name and Title: Betty L. Tolentino, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher & Co.
1255 Battery Street, Suite 450
San Francisco, CA 94111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

See attached additional obligee rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California }
County of San Francisco

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

Signature *Josephine Modesta Vellez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: A312 - Performance Bond 070207437 - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer – Title(s): President

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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.

State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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

Virginia L. Ledford-Black (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197921- 024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2019.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Exhibit E-2:
Form of Payment Bond

See attached

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Baines-Nibbi JV
1000 Brannan Street, Suite 102
San Francisco, CA 94103

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

Mailing Address for Notices

1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102

CONSTRUCTION CONTRACT

Date: June 13, 2019

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100—Dollars)

Description:

(Name and location)

Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

BOND

Date: June 18, 2019

(Not earlier than Construction Contract Date)

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100—Dollars)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Baines-Nibbi JV

(Corporate Seal)

SURETY

Company:

Liberty Mutual Insurance Company

(Corporate Seal)

Signature:

Name and Title: Robert L. Nibbi
President

Signature:

Name and Title: Betty L. Tolentino, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher & Co.
1255 Battery Street, Suite 450
San Francisco, CA 94111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

See attached additional obligee rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California }
County of San Francisco }

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.

Place Notary Seal and/or Stamp Above

Signature: *Josephine Modesta Vellez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: A312 - Payment Bond 070207437 - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer - Title(s): President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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.

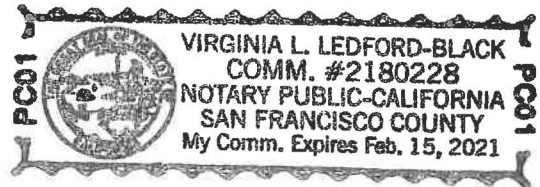
State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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

Virginia L. Ledford-Black (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197921- 024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

RIDER ADDING ADDITIONAL OBLIGEE

This rider is to be attached to and form a part Performance and Payment bonds No. 070207437 dated the 18th day of June, 2019 executed by LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of Baines-Nibbi, JV

_____, as principal (the "Principal"),
in favor of Sunnydale Infrastructure, LLC
_____, as obligee (the "Primary Obligee").

WHEREAS, the Principal has by written agreement dated the 13th day of June, 2019, entered into a contract (the "Contract") with the Primary Obligee for: Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to the Primary Obligee the Bond in connection with the Contract.

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to the Primary Obligee this Rider to add additional obligee(s) (the Additional Obligee(s)) under the Bond.

NOW THEREFORE, the undersigned hereby agree and stipulate that Sunnydale, LP, Housing Authority of the City and County of San Francisco, and the City and County of San Francisco
_____, shall be added to the Bond as Additional Obligee(s), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligee and/or the Additional Obligee(s) unless the Primary Obligee and/or the Additional Obligee(s) shall make payments to the Principal strictly in accordance with the terms of the Contract, and shall perform all other obligations to be performed under said Contract in accordance with the Contract terms.
2. The aggregate liability of the Surety hereunder to the Primary Obligee and/or the Additional Obligee(s) shall be limited to the penal sum of the Bonds and Surety upon making payment hereunder shall be subrogated to and entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against the Principal or any other party liable to the payee on the discharged obligation.
3. The Additional Obligee(s) rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Bond may be made by joint check payable to the Primary and/or any Additional Obligee(s).

This Rider is effective the 18th day of June, 2019.

IN WITNESS WHEREOF, said Principal and the Surety have caused these presents to be duly signed this 18th day of June, 2019.

Baines-Nibbi, JV
(Principal)

By:
Title: President
Date: 6/19/19

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:
Title: Attorney-In-Fact - Betty L. Tolentino, Attorney-in-Fact
Date: June 18, 2019

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California }
County of San Francisco }

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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: *Josephine Modesta Vellez*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rider adding Additional Obligee - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer – Title(s): President

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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.

State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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

Virginia L. Ledford-Black (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197921- 024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXHIBIT F

Sec 6.13 of the DA: Indemnification

6.13.1 Indemnification of City. Developer shall Indemnify the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (“Losses”) to the extent arising from Developer’s breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of City. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City’s cost of investigating any claims against the City. All Indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

EXHIBIT G

EXCUSABLE DELAYS UNDER THE DEVELOPMENT AGREEMENT

Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 12.5 of the DA, which is reproduced below. In the event of any difference between the text of DA Section 12.5 and the reproduction herein, the DA as executed shall govern.

12.5 Extension Due to Legal Action or Referendum; Excusable Delay.

12.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a “**Litigation Extension**”). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

12.5.2 Excusable Delay. means the occurrence of an event beyond a Party’s reasonable control which causes such Party’s performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or

communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from the failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.