

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

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

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

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

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

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

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

Office of Community Investment and Infrastructure
Successor Agency to the Redevelopment Agency of the City and County of
San Francisco
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attn: Executive Director
Facsimile No.: (415) 749-2525

with copies to:

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

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

And to:

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

in the case of a notice or communication to FOCIL,

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

with a copy to:

Mission Bay Development Group, LLC
401 Terry A. Francois Blvd. Suite 122
San Francisco, California 94158
Attn: Legal Department
Email: legal@mbaydevelopment.com
Telephone No.: (415) 355-6600

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the ___ day of _____, 2024.

FOCIL:

FOCIL-MB, LLC,
a Delaware limited liability company

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

By: _____

Name: Seth Hamalian
Title: Managing Member

AGENCY:

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

By: _____

Name: Thurston Kaslofsky
Title: Executive Director

Exhibit A

List of Acquisition Facilities

The facilities include the Mission Bay Park P22 Phase 1 and Phase 2 improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #19IE-00483 dated May 17, 2019 for said improvements, and the improvement plans and specifications described therein (the “**Improvements**”), but excepting therefrom those portions of the Improvements which are identified on the as-built drawings as PG&E service conduits and vaults, AT&T service conduits and Comcast service conduits, which are facilities to be transferred to “private” joint trench participants. The list of facilities delivered to and on file with the City is as follows:

Phase 1

- 7570.00 Site Prep and Demo
- 7571.00 Grading/Subgrade Improvements
- 7572.00 Storm Drainage
- 7573.00 Sewer
- 7574.00 Low Pressure Water
- 7575.00 Electrical Systems
- 7576.00 Hardscape and Surface Treatments
- 7577.00 Site Furnishings
- 7578.00 Landscape
- 7579.00 Owner Supplied Materials

Phase 2

- 7580.01 Mobilization/Demobilization
- 7580.02 SWPPP Improvements
- 7580.03 Monthly Maintenance of SWPPP Improvements
- 7580.04 Maintain existing security fencing
- 7580.05 Install/Maintain Pedestrian detour signs around the Project perimeter
- 7580.06 Minor demolition to include, but not limited to, existing temporary AC sidewalk and AC/Concrete to the East of PS-1.
- 7580.07 Survey and Layout, (All Survey shall be Performed by F3)
- 7580.08 Dust Control including but not limited to water truck, Hydrant meter rental, water costs, etc.
- 7580.09 Record Drawings
- 7580.10 Remove buried concrete obstruction
- 7581.01 Rough Grade lawn areas, planter areas, and bio retention areas
- 7581.02 Rough Grade/Fine Grade hardscape, deck, and paver areas
- 7581.03 Transport unusable onsite stockpiles and excavation spoils to P9, SWPPP protect stockpile
- 7581.04 Offhaul Class 1 Haz Mat Soil from the site
- 7581.05 Furnish and install Class 2 Permeable Material under geofoam
- 7581.06 Accept Existing Geo-Foam Purchase Order, Place Onsite Geo-Foam, Install all Remaining Geofoam

7581.07	Geofoam, additional handling
7582.01	Storm Drain System
7582.02	Slot Drains
7582.03	Geofoam Underdrain Pipe
7582.04	Realign Subdrain
7582.05	Flush Subdrains
7582.06	Removal of corrupt class 2 perm
7582.07	Atrium Drans
7583.01	Sanitary Sewer System
7585.01	Electrical Distribution System
7585.02	Light Pole 1, LT1
7585.03	Light Pole 2, LT2
7585.04	Tree Uplights
7585.05	Bay Bridge Steel Lighting
7585.06	Wood Decking LED Strip Lights
7585.07	Revise light pole foundations
7585.08	Port conduits
7585.09	Relocate vertical steel lights
7585.10	PUC Power Materials
7586.01	CIP Concrete Paving type 1, CP-1
7586.02	CIP Concrete Paving Type 2, CP-2
7586.03	CIP Concrete Paving Type 3, CP-3
7586.04	AC Paving In Future Restaurant Area
7586.05	AC Painting In Future Restaurant Area
7586.06	Temp AC Paving, AP-1 per L303
7586.07	Bay Trail Paving, AP-1 with Integral Color
7586.08	Asphalt Block Paver Type 1, AB-1
7586.09	Asphalt Block Paver Type 2, AB-2
7586.10	Cobble paving, C
7586.11	Gravel Mulch, GM-1
7586.12	Gravel Mulch, GM-2
7586.13	Rip Rap Stone Paving Type 1, RP-1
7586.14	Rip Rap Stone Paving Type 2, RP-2
7586.15	Boulders, RR per L/300 series
7586.16	Steel Headers, Paving angles, Weathered Steel Angle Curb with concrete footings
7586.17	Expansion Joints and Sawcut Joints
7586.18	Rolled Curb
7586.19	Paver Slab Joints
7586.20	Furnish & Install Polymeric Sand @ AB1 & AB2
7586.21	Weathered Steel curb change
7586.22	CP-2 and CP3 oyster shells
7586.23	AC Trucks
7587.01	Trash and Recycling Receptacles
7587.02	Bicycle Racks
7587.03	Recycled Concrete Pipe
7587.04	Recycled Stone Curb

- 7587.05 Small Picnic Table
- 7587.06 Large Picnic Table
- 7587.07 BBQs
- 7587.08 Wood benches including foundations, per L-921
- 7587.09 Water Fountains
- 7587.10 Park Name Sign
- 7587.11 Park Rules and Interpretive Sign Pedestal
- 7587.12 Bay Trail Sign
- 7587.13 Wayfinding Sign
- 7587.14 Pet Waste Station
- 7587.15 Reclaimed Anchors
- 7587.16 Memorial Plaque
- 7587.17 Graffiti Resistant Coatings on Misc.
- 7587.18 Wood Deck, Wood Deck Wall, Wood Curbs
- 7587.19 Cantilevered Overlook
- 7587.20 Weathered Steel Walls including Steel Headers
- 7587.21 Bridge Steel, S-V
- 7587.22 Bridge Steel, S-K
- 7587.23 Sun Shades cables, connections including flush ring pulls
- 7587.24 Cleaning, Preparing reclaimed bay bridge steel and anchors for encapsulating coatings and anti graffiti coatings
- 7587.25 Misc. Bay Bridge Steel improvements including wooden seat surfaces, weathered steel sleeves, footings, end plates, attachments, stiffeners, brackets, cables
- 7587.26 Replace existing Pump Station Control Room fencing
- 7587.27 Cantilevered Overlook mods
- 7587.28 Cumaru wood purchase
- 7587.29 Replace permitted trash can with Big Belly
- 7587.30 Wall chamfer
- 7587.31 Terrace edging
- 7587.32 Vertical Steel paint
- 7587.33 Recycled Stone Curbs
- 7587.34 Stain Horizontal Steel Timber Tops
- 7587.35 Sun Shades
- 7587.36 Memorial Plaque testing
- 7588.01 Tree Soil per L/931
- 7588.02 Shrub Soil per L/931
- 7588.03 Lawn Soil per L/931
- 7588.04 Structural Soil per L/931
- 7588.05 Bio Retention Basin Areas
- 7588.06 Irrigation Water System
- 7588.07 Lawn
- 7588.08 Tree, Brisbane Box - 60" Box
- 7588.09 Tree, Monterey Cypress - 84" Box
- 7588.10 Tree, Monterey Cypress - 60" Box
- 7588.11 Tree, Monterey Cypress - 48" Box
- 7588.12 Tree, Santa Cruz Island Ironwood - 36" Box

7588.13 Tree, Jolon Oak - 48" Box
7588.14 Tree, Pink Melaleuca - 36" Box
7588.15 Tree, Strawberry Tree - 48" Box
7588.16 Shrub, Pink Flowering Currant
7588.17 Shrub, Dark Star California Lilac
7588.18 Shrub, Howard McMinn Manzanita
7588.19 Shrub, Cleaveland Sage
7588.20 Vine, Lilac Vine
7588.21 Groundcover, Prairie Mix
7588.22 Groundcover, Scrub Mix 1
7588.23 Groundcover, Scrub Mix 2
7588.24 Groundcover, Garden Mix
7588.25 Bioretention Slope Mix
7588.26 Bioretention Basin Mix
7588.27 90 Day Plant Establishment Period
7588.28 Landscape Maintenance Period
7588.29 Upsize Tree
7588.30 Fabric over structural soil
7588.31 Landscape Edging
7588.32 Sod revision
7588.33 Plant succulents in rip rap
7588.34 Wind Damaged Tree Replacement
7589.01 Owner Supplied Materials: City/Agency-Performed Work