

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 P19 Phase 1 and Phase 2 improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #14IE-0747 dated July 31, 2014 for said improvements, and the improvement plans and specifications described therein (the “**Improvements**”), but excepting therefrom those portions of the Improvements which are identified on the as-built drawings as PG&E service conduits and vaults, AT&T service conduits and Comcast service conduits, which are facilities to be transferred to “private” joint trench participants. The list of facilities delivered to and on file with the City is as follows:

- 8100.01 Mobilization/Demobilization
- 8100.02 SWPPP Improvements, acceptance of installed improvements to date and any improvements to make the existing measures acceptable
- 8100.03 Monthly Maintenance of SWPPP Improvements
- 8100.04 Maintain existing security fencing
- 8100.05 Site Preparation and Demolition
- 8100.06 Survey and Layout (All Survey shall be Performed by F3)
- 8100.07 Dust Control
- 8100.08 Record Drawings
- 8100.09 Mobilization/Demobilization
- 8100.10 SWPPP Improvements, acceptance of installed improvements to date and any improvements to make the existing measures acceptable (Ph 2)
- 8100.11 Monthly Maintenance of SWPPP Improvements (Ph 2)
- 8100.12 Maintain existing security fencing (Ph 2)
- 8100.13 Site Preparation and Demolition (Ph 2)
- 8100.14 Survey and Layout (All Survey shall be Performed by F3) (Ph 2)
- 8100.15 Dust Control (Ph 2)
- 8100.16 Record Drawings (Ph 2)
- 8100.17 Add'l Costs for delayed start date 4/1/24 (Ph 2)
- 8101.01 Rough Grade planter areas, and bio retention areas
- 8101.02 Rough Grade/Fine Grade hardscape and paver areas
- 8101.03 Transport excavation and grading spoils to P9, SWPPP protect stockpile
- 8101.04 Offhaul Class 1 Haz Mat Soil from site
- 8101.05 Rough Grade planter areas, and bio retention areas (Ph 2)
- 8101.06 Rough Grade/Fine Grade hardscape and paver areas (Ph 2)
- 8101.07 Transport excavation and grading spoils to P9, SWPPP protect stockpile (Ph 2)
- 8101.08 Offhaul Class 1 Haz Mat Soil from site (Ph 2)
- 8102.01 10" HDPE SDR17 (Complete)
- 8102.02 6" HDPE SDR 17 including cleanout (Complete)
- 8102.03 4" HDPE SDR 17 (Complete)
- 8102.04 Sandtrap (Complete)
- 8102.05 Drop Inlet (Complete)
- 8102.06 4" Area Drains (Complete)

- 8102.07 6" Perforated Pipe, including fittings and cleanouts (Complete)
- 8102.08 HDPE Liner, S.C.D. for Bioswale incl. accommodations for all foundations, drainage penetrations, and splices (Complete)
- 8102.09 Connection to Storm Drain System (Complete)
- 8102.10 Testing and Video Inspection of Storm Drain System (Complete)
- 8103.01 New 3 inch pump furnished and installed in existing wet well. Includes Control Panel, lifting cable, pump power and control cables, SS cable hanger, cable strain relief, ultrasonic level sensor, backup float control, float switches,VFD, CAS/MiniCAS and any other items required for the pump operation. (Complete)
- 8103.02 Discharge pipe from pump to headwalls. Includes guide bar brackets, couplers, fittings, valve vault, valves, cleanout, header pipe, plug valves with valve boxes, discharge piping through headwalls, cathodic protection, testing. (Complete)
- 8103.03 Reinforced Concrete Discharge Headwalls (Complete)
- 8103.04 4 inch Discharge Cobbles at each headwall (Complete)
- 8103.05 BMP Pump Station Pedestal including conduit to PG&E pull box and green tag (Complete)
- 8103.06 Type 1 11"x21"x12" Electrical Pull Box for SFPUC
- 8103.07 30" x 48" AT&T Vault
- 8103.08 Control and Power Conduits Between Wet Well, SFPUC Elec Box and Pedestal
- 8103.09 4 inch AT&T Conduit, includes trenching and backfill
- 8103.10 Furnish spare pump with appropriate lengths of power, control and lifting cables
- 8103.11 Functional Testing for Pump Station
- 8103.12 Training for SFPUC for Pump Station
- 8104.01 Fine Grade
- 8104.02 Furnish & Install Class 2 AB (4")
- 8104.03 PCC Sidewalk
- 8104.04 Furnish and install L-2457 Cast Iron AVC
- 8104.05 Furnish and Install L-2458 Cast Iron AVC "SFPUC ELECTRICAL"
- 8105.01 Fine Grading for Pavers
- 8105.02 Furnish & Install Class 2 AB (4")
- 8105.03 Precast Pavers, Type I and Type II (Ph 1)
- 8105.04 Precast Pavers, Type I and Type II
- 8106.01 Benches - 12' Long Benches, Incl. Concrete Footings
- 8106.02 Driven-post Chain Link Fence along west side of P19
- 8107.01 Fine Grading - All Landscaping
- 8107.02 24" Thick Landscaping Soil
- 8107.03 Bark Mulch 2" Depth
- 8107.04 Bioretention Soil Section with Class 2 permeable and Bio Retention Soil Media
- 8107.05 Gravel Mulch
- 8107.06 Irrigation Main Line
- 8107.07 Lateral Lines
- 8107.08 Gate Valve with valve box
- 8107.09 Drip Zone Control Assemblies - Griswold 2000 RCV, Senninger Pressure Regulator, Amiad Filter with boxes
- 8107.10 Quick Coupler Valves with box
- 8107.11 Subsurface Drip Irrigation System

- 8107.12 Connect main line to existing
- 8107.13 Connect RCVs to existing irrigation controller
- 8107.14 Connect to existing street tree irrigation
- 8107.15 5 Gallon Shrubs
- 8107.16 1 Gallon Shrubs
- 8107.17 90 Day Plant Establishment Period
- 8107.18 Landscape Maintenance Period
- 8108.01 Owner Supplied Materials: City/Agency-Performed Work