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**CONSENT TO EXTENSION OF
AGREEMENT
(Temporary City Access and Use —
Portion of Seventh Street and Mission Bay Drive Intersection;
Permanent Street and Utility Improvements)**


This **CONSENT TO EXTENSION OF AGREEMENT (Temporary City Access and Use — Portion of Seventh Street and Mission Bay Drive Intersection; Permanent Street and Utility Improvements)** (this "Consent") is made effective as of August 1, 2014 (the "Effective Date"), by **FOCIL-MB, LLC**, a Delaware limited liability company ("**FOCIL**").

RECITALS

A. FOCIL and the City and County of San Francisco, a municipal corporation ("**City**"), have entered into that certain "Agreement (Temporary City Access and Use — Portion of Seventh Street and Mission Bay Drive Intersection; Permanent Street and Utility Improvements)" (the "**Agreement**") dated as of April 2, 2013, whereby FOCIL granted to City a non-exclusive temporary license for the use, maintenance and repair of the "**Improvements**" (as defined in the Agreement) and for access in, on and over the "**License Area**" (as defined in the Agreement) for public pedestrian and vehicular access, ingress and egress and for use of utility facilities by City and its officers, employees, agents, contractors, subcontractors, and invitees, including, without limitation, the general public, for sidewalk, street and roadway purposes and utility purposes ("**Temporary License**") for the term specified in Section 4 of the Agreement, on the terms and conditions set forth in the Agreement. Unless otherwise defined herein, all capitalized words and terms used in this Consent shall have the meanings given to them in the Agreement.

B. Section 4 of the Agreement provides that the term of the Temporary License shall continue until the earlier of (A) one (1) year from the Commencement Date (unless such time is extended through appropriate action of the Board of Supervisors, in its sole discretion, prior to such date, with FOCIL's consent, which shall not be unreasonably withheld), or (B) City's acceptance of dedication, by action of the Board of Supervisors, of the Improvements (or a portion thereof) for public utility and public street purposes, as applicable, for public use, responsibility and maintenance. Unless otherwise extended, the term of the Agreement was scheduled to expire on April 1, 2014.

C. City's Director of Public Works has recommended or will recommend that City's Board of Supervisors adopt a Resolution extending the term of the Temporary License, and FOCIL is willing to consent to such extension, on the terms and conditions set forth in this Consent.

 NOW THEREFORE, FOCIL hereby consents to the extension of the term of the Temporary License on the following terms and conditions:

1. Consent. FOCIL hereby consents to the extension of the Temporary License as set forth in the Agreement, retroactively from April 1, 2014 to June 30, 2015 (except to the extent it expires earlier in accordance with the provisions of clause (B) of the first sentence of Section 4 of the Agreement).

2. Miscellaneous.

(a) No Further Extension. FOCIL consents to the extension of the Temporary License only to June 30, 2015. Any further extension of the Temporary License shall require FOCIL's written consent, which shall not be unreasonably withheld.

(b) Ratification. Except as modified by this Consent, all of the terms, conditions, and provisions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed.

(c) Conflicts. To the extent the terms of the Agreement and this Consent are inconsistent, the terms of this Consent shall control.

(d) Entire Agreement. This Consent contains the entire agreement of FOCIL with respect to the subject matter hereof.

(Signature appears on following page)

IN WITNESS WHEREOF, FOCIL has executed this Consent as of the date set forth below to be effective upon the Effective Date.


FOCIL:

FOCIL-MB, LLC

a Delaware limited liability company

By: FARALLON CAPITAL
MANAGEMENT, L.L.C.,
a Delaware limited liability company

Its: Manager

By: 

Name: Richard B. Fried
Managing Member

Title: _____

Date: 10/29/14

