

AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND COASTSIDE HOPE

This Agreement (“Agreement”) is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the “County”), and Coastside Hope, a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code (“Borrower”), (County and Borrower may be collectively referred to herein as “Parties” and individually as “Party”).

* * *

WHEREAS, Borrower (formerly known as the Coastside Opportunity Center) was established in 1976 as a Section 501(c)(3) non-profit human services agency to benefit the residents of the County’s Coastside area; and

WHEREAS, Borrower’s mission is to “provide necessities to enhance quality of life for all our neighbors” and is the primary core human services agency in the County for the mid-coast area; and

WHEREAS, as one of eight Core Service Agencies in the County, Borrower works in close collaboration with the County’s Human Services Agency to provide individuals and families with basic emergency and support services to stabilize their living situations and provides clients with crisis intervention and referrals based on an evaluation of their needs and qualifications for assistance, along with safety net services to County residents in need of food, emergency housing assistance, emergency utility assistance, shelter and other basic needs; and

WHEREAS, such services provide public benefits and services for San Mateo County children, adults, and families on the Coastside area; and

WHEREAS, Borrower has been growing and increasing its services such that its current location and building provide insufficient space for the delivery of its services to the public; and

WHEREAS, on May 12, 2023, in order to acquire a more suitable location and building to deliver its expanding services, Borrower entered into a transaction to purchase that certain “Class B” office building and property located at 248 Main Street, Half Moon Bay, California 94019 as more particularly described in Exhibit A (the “Property”), subject to certain contingencies, including that Borrower would secure financing for the purchase of the Property through the County; and

WHEREAS, in furtherance of the County’s efforts to facilitate the Coastside community’s continued access to the public benefits and core services offered by Borrower, the Parties desire to enter into this Agreement by which the County will, subject to the terms and conditions set forth herein, loan funds to Borrower in the amount set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the sufficiency of which is hereby acknowledged, it is agreed by the Parties to this Agreement as follows:

1. Loan

Subject to the terms and conditions specified herein and the Loan Documents (defined herein), the County shall loan to Borrower the principal amount of Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) (the “Loan”) which amount is to be repaid by Borrower at interest on unpaid principal from the date set forth in the Promissory Note (defined herein) until paid in full, at the rate of

Three and Thirteen Hundredths percent (3.13%) per annum, provided that (i) in no event shall the County's total fiscal obligation under this Agreement exceed the amount of the Loan; and (ii) Borrower shall only use the Loan for the Loan Purpose, as defined below.

2. Loan Purpose

The Parties agree that the purpose of the Loan is to fund the acquisition of the Property in accordance with that certain Buyer's Counter Offer No. 1, dated by Borrower on May 12, 2023 and accepted by the seller of the Property on May 16, 2023 ("Loan Purpose"). The Loan shall not be used for any other purpose without the prior written consent of the County.

3. Promissory Note

Borrower's obligation to repay the Loan shall be evidenced by that certain Promissory Note (the "Note") in the form attached hereto as Exhibit B, and to which terms and conditions the Borrower agrees. Borrower agrees to execute and deliver the Note to the Escrow Agent (defined below) in favor of the County contemporaneously with the execution of this Agreement.

4. Deed of Trust

Borrower agrees to that certain Deed of Trust in favor of the County in the form attached hereto as Exhibit C that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan and the Note. Borrower agrees to execute and deliver the Deed of Trust to the Escrow Agent in favor of the County contemporaneously with the execution of this Agreement and shall record it as a lien against the Property.

5. Loan Disbursement/Escrow

- a. The Parties shall establish, at Borrower's expense, an escrow account with Lawyers Title Company, ATTN: Renee Lewis, 1440 Chapin Ave, Suite 250, Burlingame, CA 94010, (650) 445-6310, renee.lewis@LTIC.com ("Escrow Agent"). The Parties shall execute and deliver all written instructions to the Escrow Agent to accomplish the terms hereof, which instructions shall be consistent with this Agreement. Borrower shall be responsible for and shall pay any and all escrow fees, taxes, recording fees, title insurance fees and premiums, document preparation fees and costs, and any other fees and costs associated with close of escrow for the acquisition of the Property.
- b. Subject to Borrower's compliance with the terms and conditions of the Agreement, Note, and the Deed of Trust (together, the "Loan Documents") within 10 days of the Effective Date, the County shall deposit the Loan amount with the Escrow Agent with instructions to hold the Loan amount pending Borrower's satisfaction of the terms and conditions of the Loan Documents (the "Closing Date").
- c. The Closing Date shall occur within thirty (30) days following the date on which all conditions precedent set forth herein and as follows shall have been satisfied:
 - i. Borrower shall have furnished the County with evidence of the insurance coverage meeting the requirements set forth in Section 11 of this Agreement and in the Deed of Trust.

- ii. Borrower shall have executed and delivered to the County the Note and the Deed of Trust, and any other documents and instruments required to be executed and delivered, all in a form and substance satisfactory to the County.
- iii. The Deed of Trust shall have been recorded against the Property as a lien.
- iv. All representations and warranties of the Borrower contained in any part of the Loan Documents shall be true and correct in all material respects.

6. Borrower's Representations and Warranties

Borrower represents and warrants the following:

- a. Borrower shall maintain 501(c)(3) tax exempt status under the United States Internal Revenue Code and shall use the Property for purposes consistent with such status during the term of this Agreement.
- b. Borrower agrees that at no time will any Loan funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Internal Revenue Code Section 527(e)(2); and/or (iii) for any activity that is in violation of federal, state, or local law or any effort to induce or encourage violations of law or public policy.
- c. Borrower shall ensure that the Loan is expended in compliance with applicable law and regulations.
- d. Borrower has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- e. Borrower is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Borrower a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.
- f. No action, suit or proceeding (and to its knowledge, no investigation) is pending against Borrower before any court or administrative agency, (i) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on Borrower's business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.
- g. Borrower is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.
- h. Borrower will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the Loan.

Borrower agrees to provide records sufficient to substantiate its representations and warranties upon the County's request. Borrower understands and agrees that the foregoing representations and warranties are material to the County's approval of the Loan.

7. Reporting Requirements

Borrower shall provide the County with annual reports, submitted electronically on Borrower's official letterhead to the attention of the person identified by the County in Section 14 of this Agreement, or their designee(s), providing: (a) documentation demonstrating that Borrower has maintained its 501(c)(3) status under the Internal Revenue Code status and is using the Property for purposes consistent with such status; and (b) any further reporting reasonably requested by the County to effectuate the terms and conditions of the Agreement.

8. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall commence June 13, 2023 and shall extend through the duration of the Note (which, unless prepaid is through August 1, 2028) and the Deed of Trust. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future loans. Borrower understands and agrees that, if Borrower does not proceed with the purchase of the Property, Borrower must promptly return all Loan funds to the County, and any unexpended or undisbursed funds at the time of termination shall be forfeited and returned to the County.

County may suspend and/or terminate this Agreement if Borrower fails to comply with the terms of this Agreement (including breach of any representation and warranty provided herein) and may, in its sole discretion, withhold or cancel pending and future disbursements of funds and/or require Borrower to return some or all funds disbursed under this Agreement. County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Borrower as soon as is reasonably possible after County learns of said unavailability of funding.

9. Acceleration of Note

In addition to the grounds for acceleration set forth in the Note, in the event that Borrower breaches any of the terms and conditions of the Loan Documents, Borrower shall be in default of the terms and conditions of the Note and the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the County.

10. Non-Liability, Duty to Defend, Indemnify and Hold Harmless

County shall not be liable for damage to the Property or to any property of Borrower located on the Property or to any damage or injury of any kind alleged by Borrower or any third party in relation to the Property, including any damage or injury alleged to be caused by a dangerous condition on the Property.

Borrower shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services funded under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including as to Borrower or its respective employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from the Borrower's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Borrower's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Borrower to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. Insurance

a. General Requirements

Borrower shall obtain all insurance required under this Section and in the Deed of Trust and obtain approval by County's Risk Management, and Borrower shall use diligence to obtain such insurance and to obtain such approval. Borrower shall furnish County with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Borrower pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Borrower shall have in effect during the term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Borrower certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work funded under this Agreement.

c. Liability Insurance

Borrower shall maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Borrower and all of its employees/officers/agents while performing work at or on the Property from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Borrower's operations under this Agreement, whether such operations be by Borrower, any contractor, anyone directly or indirectly employed by them, or an agent of either of them. Such insurance shall be combined

single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (A) Comprehensive General Liability..... \$1,000,000
- (B) Motor Vehicle Liability Insurance.....\$1,000,000
- (C) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further payment under this Agreement.

12. Assignability and Subcontracting

Borrower shall not assign this Agreement or any portion of it to a third party. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

13. Compliance With Laws

Borrower agrees that its activities funded under this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.. Borrower will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

<p>In the case of County, to:</p> <p>Robert Manchia Chief Financial Officer County of San Mateo 400 County Center, 1st Floor Redwood City, CA 94063 650-363-4597 Rmanchia@smcgov.org</p> <p>With copy to:</p> <p>John D. Nibbelin San Mateo County Attorney 400 County Center, 6th Floor Redwood City, CA 94063 jnibbelin@smcgov.org</p>	<p>In the case of Borrower, to:</p> <p>Judith Guerrero Executive Director Coastside Hope P.O. Box 1089 El Granada, CA 94018 (650) 726-9071 judith@coastsidehope.org</p> <p>With copy to:</p> <p>Nicolas A. Flegel Jorgenson, Siegel, McClure & Flegel, LLP 1100 Alma Street, Suite 210 Menlo Park, CA 94025 naf@jsmf.com</p>
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The Parties may change their contact information in this section by giving the other Party written notice of the change in the manner permitted under this section.

15. Retention of Records/Right to Monitor and Audit

- (a) Borrower shall maintain all required records relating to this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Borrower shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Borrower shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Borrower agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County’s authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement.

16. Merger Clause/Amendments

The Agreement, including any exhibits to the Agreement and incorporated by reference and including the Loan Documents, constitutes the sole Agreement of the parties to the Agreement and correctly states the rights, duties, and obligations of each party as of the Agreement’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to the Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this

document are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.

17. Dispute Resolution/Governing Law

The validity of this Agreement (including the Loan Documents) and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. In the event of breach or other dispute arising out of this Agreement, County reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Borrower, including the recovery of any sanctions and penalties authorized by law.

18. Electronic Signature

The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo, except as may be otherwise required in connection with recording requirements for the Note and the Deed of Trust. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Borrower bears responsibility to obtain any license, permit, or approval required from any agency for activity to be funded under this Agreement prior to commencement of said work/services. Failure to do so will result in forfeit of any right to reimbursement under this Agreement.

20. Effective Date


This Agreement shall be effective upon the date that all signatories have executed the Agreement and approval of the Agreement by the County’s Board of Supervisors (the “Effective Date”).

* * *

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY’S AUTHORIZED DESIGNEE.

[Signatures on following page]

BORROWER COASTSIDE HOPE


By: Judith Guerrero
Executive Director, Coastside Hope

6/8/2023
Date

Judith Guerrero, Executive Director
Print Name/Title

COUNTY OF SAN MATEO

By: _____
County Executive Office, San Mateo
County

Date: _____

Print Name/Title: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

Beginning at stake at the northeasterly corner of the lot of land formerly owned and occupied by Pablo Vasquez, the same being the lot on which his dwelling house stood, and being land conveyed to said Pablo Vasquez by deed recorded in Book 11 of Deeds at Page 176; and running thence northwesterly along the county road from Half Moon Bay to Montara 1 chain and 50 links (1.50) to a stake; thence southwesterly parallel with the northerly boundary of property so conveyed to Pablo Vasquez three chains and twenty-five links (3.25) to a stake; thence southeasterly parallel with said county road 1 chain and fifty links (1.50) to the before-named Pablo Vasquez north line; thence on and along said north line northeasterly three chains and twenty-five links (3.25) to the point of beginning.

Parcel II:

An easement for storm drainage purposes.

Being a portion of that certain parcel of land located in the City of Half Moon Bay, County of San Mateo, State of California, described as Parcel II as shown on the "Approval of Lot Line Adjustment" recorded as Document #96-129015, records of the County of San Mateo, State of California, more particularly described as follows:

A strip of land ten feet in width lying five feet of each side of the following described centerline:

Beginning at a point on the northeasterly line of said above-described Parcel II, said point of beginning lying north $34^{\circ} 11' 30''$ west 29.94 feet from the most southerly corner of that certain parcel of land described in the deed recorded as Document #97-011631, records of the County of San Mateo, State of California; thence from said point of beginning south $24^{\circ} 23' 17''$ west 91.17 feet.

The sidelines of said 10-foot easement shall be extended or shortened to meet at angle points and to terminate at the easterly boundary of said above-described Parcel II.

JPN: 056-024-240-07A

APN: 056-240-070

EXHIBIT B

PROMISSORY NOTE SECURED BY DEED OF TRUST

BALLOON PAYMENT

\$3,250,000

Half Moon Bay, California
July____, 2023

For value received, the undersigned, Coastside Hope, a California 501c3 nonprofit corporation (“Maker”) promises to pay to the County of San Mateo (“Holder”) or order, at Redwood City, or such place as the Holder of this Note shall from time to time designate in writing, the principal sum of Three Million Two Hundred Fifty Thousand Dollars and No Cents (\$3,250,000.00) with interest on unpaid principal from the date hereof until paid, at the rate of Three and Thirteen Hundredths (3.13%) per annum on the following terms and conditions:

1. Payment.

1.1 Monthly Interest Payment. Payment of Eight Thousand Four Hundred Seventy-Seven Dollars and Eight Cents (\$8,477.08) of interest shall be made monthly to the Holder on the first (1st) day of each month, commencing on August 1, 2023, and ending on or before August 1, 2028. Maker shall remit payments to the Holder via check delivered to the Office of the County Executive, Attn: CEO Fiscal, 400 County Center, 1st Floor, Redwood City, CA, 94063.

1.2 Balloon Payment. On or before August 1, 2028, the entire unpaid principal balance and all accrued but unpaid interest shall be due and payable.

2. Right to Prepay. Maker expressly reserves the right to prepay all or any part of the unpaid principal balance of this Note at any time, and from time to time, without penalty.

3. Deed of Trust. This Note is secured by a deed of trust (“Deed of Trust”) dated concurrently herewith.

4. Default. Should default be made in the payment of any payment called for herein when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the Holder of this Note. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorneys' fees.

5. Invalidity. If any provision of this Note, or the application of it to any party or circumstance is held to be invalid, the same shall be ineffective, but the remainder of this

Note, and the application of such provisions to other parties or circumstances, shall not be affected thereby.

6. No Demand Required. The parties to this Note hereby waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound until the principal and interest are paid in full; provided, however, that Holder shall notify the Maker in writing at the last known address of Maker at least ninety (90) days and not more than one hundred fifty (150) days before any balloon payment is due. Failure to give this notice shall not invalidate this Note.

7. Acceleration. In the event of sale, alienation, or conveyance of all or any portion of the property described in the Deed of Trust securing this note, whether voluntary or involuntary, and irrespective of the maturity dates expressed herein, any indebtedness or obligation hereunder, at the option of the Holder shall immediately become due and payable. If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Holder.

8. Governing Law. This Note shall be governed by and construed according to the laws of the State of California.

Maker

Coastside Hope, a 501c3 non-profit organization
By: Judith Guerrero
Its: Executive Director

EXHIBIT C

RECORDING REQUESTED BY

Nicolas A. Flegel, Esq.

ORDER #
APN 056-240-070

WHEN RECORDED MAIL TO

Name Nicolas A. Flegel, Esq.
Street Jorgenson, Siegel, et al.
Address 1100 Alma Street, Suite 210
City Menlo Park
State California
Zip 94025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust

This Deed of Trust, made this _____ day of July 2023, between
Coastside Hope, a California 501c3 nonprofit corporation

_____ , herein called TRUSTOR,
whose address is 99 Avenue Alhambra El Granada, California 94018 ,
(number and street) (city) (state) (zip)
Lawyers Title Company , herein called TRUSTEE, and

County of San Mateo, a political subdivision of the state of California, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,
that property in the City of Half Moon Bay, County of San Mateo,
California, described as:

248 Main Street, Half Moon Bay, California 94019

APN: 056-240-070

(See Exhibit A, attached hereto.)

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 3,250,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

Coastside Hope, a California 501c3 nonprofit corporation

By: Judith Guerrero

Its: Executive Director

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 Mateo)

On _____, 2023 before me, _____,

personally appeared (HERE INSERT NAME AND TITLE OF THE OFFICER)

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 _____

(Seal)

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

Beginning at stake at the northeasterly corner of the lot of land formerly owned and occupied by Pablo Vasquez, the same being the lot on which his dwelling house stood, and being land conveyed to said Pablo Vasquez by deed recorded in Book 11 of Deeds at Page 176; and running thence northwesterly along the county road from Half Moon Bay to Montara 1 chain and 50 links (1.50) to a stake; thence southwesterly parallel with the northerly boundary of property so conveyed to Pablo Vasquez three chains and twenty-five links (3.25) to a stake; thence southeasterly parallel with said county road 1 chain and fifty links (1.50) to the before-named Pablo Vasquez north line; thence on and along said north line northeasterly three chains and twenty-five links (3.25) to the point of beginning.

Parcel II:

An easement for storm drainage purposes.

Being a portion of that certain parcel of land located in the City of Half Moon Bay, County of San Mateo, State of California, described as Parcel II as shown on the "Approval of Lot Line Adjustment" recorded as Document #96-129015, records of the County of San Mateo, State of California, more particularly described as follows:

A strip of land ten feet in width lying five feet of each side of the following described centerline:

Beginning at a point on the northeasterly line of said above-described Parcel II, said point of beginning lying north $34^{\circ} 11' 30''$ west 29.94 feet from the most southerly corner of that certain parcel of land described in the deed recorded as Document #97-011631, records of the County of San Mateo, State of California; thence from said point of beginning south $24^{\circ} 23' 17''$ west 91.17 feet.

The sidelines of said 10-foot easement shall be extended or shortened to meet at angle points and to terminate at the easterly boundary of said above-described Parcel II.

JPN: 056-024-240-07A

APN: 056-240-070