

RECORDING REQUESTED BY:

County of San Mateo
County Executive's Office

WHEN RECORDED, MAIL TO:

County of San Mateo
County Executive's Office
500 County Center, 5th Floor
Redwood City, CA 94063
Attn: Robert Manchia

**Exempt from Recording Fees pursuant to
Section 27383 of the Government Code**
(This Space for Recorder's Use Only)

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust and Assignment of Rents, made this ___ day of ___ 2025 between **WeHope**, a California non-profit public benefit corporation (herein called "**Trustor**"), whose mailing address is 1854 Bay Rd., East Palo Alto, California 94303, and

Old Republic Title Company, a California corporation (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, conveys, pledges, warrants, and assigns to Trustee, and to its successors and assigns as trustee, in trust, with power of sale and right of entry and possession, for the benefit of Beneficiary, the following property rights, interests, and estates now owned or hereafter acquired by Trustor (collectively, "Property"):

- 1) Trustor's fee interest in and all estate, right, title, and interest which Trustor now has or may later acquire in and to that certain real property in the County of San Mateo, State of California, more particularly described in "**Exhibit A**" attached hereto and incorporated by this reference ("Land"); and
- 2) All buildings, structures, and improvements of every kind and nature whatsoever now or hereafter situated on the Land ("Improvements"); and
- 3) All goods of every kind and nature that become attached to, affixed to, or installed on the Land or Improvements, thereby creating rights and interests arising under the laws of the State of California, including any items defined as fixtures under the Uniform Commercial Code as adopted by the State of California (the "CA UCC"), together with all replacements and substitutions thereof (collectively, "Fixtures"); and
- 4) All furniture, furnishings, equipment, building systems, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, deposit accounts, accounts receivable, franchises, licenses, certificates, permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the CA UCC, whether tangible or intangible (other than Fixtures) now or hereafter located on or used in connection with the operation of the Land or Improvements, together with all replacements and substitutions thereof (collectively, "Personal Property"); and

- 5) All of Trustor's right, title, and interest in all leases, ground leases, subleases, licenses, and other agreements granting another the right to use or occupy any part of the Property, including, without limitation, the right to receive and apply rents to the payment and performance of the obligations under the Loan Agreement, including the payment of the Note, together with all restatements, renewals, extensions, amendments, or supplements thereof (individually, a "Lease" and, collectively, "Leases"), whether now or hereafter existing, and all rents thereon; and
- 6) All proceeds and profits arising from the sale or conversion (voluntary or involuntary) of any Property into cash (whether made in one payment or in a stream of payments) and any liquidation claims applicable thereto; and
- 7) All chattel paper, claims, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records, and all other general intangibles related to or used in connection with the ownership or operation of the Property; and
- 8) All accounts, reserves, escrows, cash, checks, sight drafts, certificates, and securities maintained by Trustor with respect to the Property, including, without limitation, escrows, reserves, and deposit accounts, together with all interest, proceeds, distributions, and dividends thereon; and
- 9) Any and all other rights of Trustor in and to the Property, including any other rights associated with any Property described in the foregoing subsections.

In the event the Property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity date expressed therein, at the option of the holder hereof, and without demand or notice shall become due and payable.

SUBJECT HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by Section 10, below, to collect and apply such rents, issues, and profits, for the purpose of securing 1) performance of each agreement of Trustor incorporated by reference or contained herein; 2) payment of the indebtedness evidenced by one promissory note dated of even date herewith, and any extension or renewal thereof, in the principal amount of One Million Dollars and Zero Cents (\$1,000,000.00) executed by Trustor in favor of Beneficiary (the "Note"); 3) payment of such further sums as the then record owner of said property hereinafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it so secured; and 4) performance of the terms and conditions of that certain Loan Agreement Between the County of San Mateo and WeHope, dated of even date herewith (the "Loan Agreement"). Any violation of said Loan Agreement after notice and failure to cure within applicable cure periods, shall be grounds for a Declaration of Default, and Beneficiary may, at its option, demand full payment of any outstanding principal and interest due Beneficiary, under the Note secured by this Deed of Trust, and said Loan Agreement.

To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said Property in good condition and repair, reasonable wear and tear excepted;

not to remove or demolish any building thereon; to complete or restore promptly and in good 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 the 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 the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain, and deliver to Beneficiary fire and extended coverage insurance satisfactory to and with loss payable to Beneficiary subject to the terms of the Agreement. In the event funds for restoration or repair of the Property (including damaged improvements) are insufficient, Beneficiary may, at its option, advance such additional funds as may be necessary to allow the Property to be repaired or restored, and may add the amount thereof to the principal balance of the Note hereby secured.

(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 costs of evidence of title and reasonable attorney's fees. 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 the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, with interest, on the Property or any part hereof, 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 to do so 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 the 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 encumbrance 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) In the event of a full or partial condemnation or taking, the proceeds shall be applied to the restoration or repair of the Property, provided Beneficiary reasonably determines that such restoration or repair is economically feasible and there is no default continuing after the expiration of all applicable cure periods. If Beneficiary reasonably determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the condemnation proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. In the event funds for such work are insufficient, Beneficiary may, at its option, advance such additional funds as may be necessary to allow the Property to be repaired or restored, and may add the amount thereof to

the principal balance of the Note hereby secured.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right 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 of Trust 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 the Property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement of 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 of Trust and said Note to Trustee for cancellation 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."

(10) That as additional security and subject to the rights of senior lenders, 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 the Property, reserving unto 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 the Property or any part thereof, in his own name sue 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 the 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 the performance of any agreement hereunder, and after the expiration of all applicable notice and cure periods provided in the Note, 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 the Property to be sold, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, 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 the 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 made payable at time of sale. Trustee may postpone sale of all or any portion of the 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 purchase 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 the Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payments 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) That 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 Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from 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 new Trustee.

(13) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the content 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 of Trust, 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.

(15) That notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Property encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the regulatory agreement with the California Tax Credit Allocation Committee, (a) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (b) nor may any rent be increased except as otherwise permitted under Section 42 of the Internal Revenue Code.

(16) Due on Sale, Refinance, or Transfer of Title: IN THE EVENT OF A SALE, REFINANCE, OR TRANSFER OF ALL OR ANY PORTION OF THE PROJECT (AS DEFINED IN THE AGREEMENT) OR PROPERTY DESCRIBED HEREIN BY TRUSTOR WITHOUT PRIOR WRITTEN CONSENT OF THE BENEFICIARY VIA THE DIRECTOR OF THE COUNTY EXECUTIVE OR THE COUNTY EXECUTIVE'S DESIGNEE, THE ENTIRE PRINCIPAL BALANCE OF THE NOTE, INCLUDING ANY ACCUMULATED INTEREST, SHALL BE IMMEDIATELY DUE AND PAYABLE.

Accordingly, the undersigned acknowledges and agrees that, consistent with applicable law, Beneficiary may accelerate the maturity date of the principal and accrued interest on this Note, in the event that the Property is sold, conveyed, or alienated, except as may be prohibited by law, including section 2924.6 of the California Civil Code.

(17) Whenever Beneficiary delivers any notice of default hereunder, Beneficiary shall concurrently deliver a copy of such notice to Trustor's limited partner(s) at the address to be designated in writing by Trustor.

(18) All obligations hereunder are non-recourse.

(19) Miscellaneous Provisions.

- (a) No Merger. In the event that Beneficiary's interest under this Deed of Trust and title to the Property or any estate therein shall become vested in the same person or entity, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Property for the amount secured hereby unless expressly provided otherwise in writing executed by the person in whom such interests, title, and estate are vested.
- (b) After-Acquired Property. This Deed of Trust shall encumber, encompass, cover, and apply to and include any and all "after-acquired property" of Trustor located at, adjacent or adjoining to, or in any way associated with the use or operation of Property, and such after-acquired property shall be a part of the Property.
- (c) Governing Law. This Deed of Trust shall be governed by and construed and enforced in accordance with the laws of the State of California (without regard to conflicts of law) except where federal law is applicable (including, without limitation, any applicable federal law preempting state laws).
- (d) Remedies Cumulative. The rights, powers, and remedies of Beneficiary hereunder are separate, distinct, and cumulative with all other rights, powers, and remedies of Beneficiary in the other Loan Documents, at law, or in equity, each of which may be exercised independently, concurrently, and successively in Beneficiary's sole discretion. Beneficiary's election of any right, power, or remedy shall not be deemed exclusive of any other and shall not bar or limit the exercise of any other right, power, or remedy.
- (e) No Waiver. No delay or failure by Beneficiary to accelerate the Loan or exercise any right, power, or remedy shall be deemed a waiver by Beneficiary of, or estop Beneficiary from, the future exercise thereof. No partial exercise of any right, power, or remedy shall preclude the further exercise thereof. Notice or demand given to Trustor in any instance shall not entitle Trustor to notice or demand in any other instance, except as expressly required by the Loan Documents or by Applicable Law. Beneficiary may release security for the Loan, may release any party liable therefor, may grant extensions and forbearances, may accept partial or past due amounts, and may apply any sums or other security held by Beneficiary to the repayment of the Loan, in each case without prejudice to Beneficiary and without such action being

deemed an accord and satisfaction or a reinstatement of the Loan.

- (f) Discontinuance of Proceedings. If Beneficiary commences the enforcement of any right, power, or remedy, whether afforded under the Loan Documents or otherwise, and such enforcement is then discontinued or abandoned for any reason, then and in every such case, Beneficiary shall be restored to its former positions and rights hereunder without waiver of any Event of Default and without novation, and all rights, powers, and remedies of Beneficiary shall continue as if no such enforcement had been commenced.
- (g) Integration. This Deed of Trust and the documents described herein constitute the entire understanding of the parties referenced herein with respect to the matters discussed herein and supersede all prior and contemporaneous discussions, agreements, and representations, whether oral or written.
- (h) Severability. If any term or provision of this Deed of Trust is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Deed of Trust or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]

"TRUSTOR"

By: WeHope

a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Paul T. Bains

Paul T. Bains

President/CEO

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 Santa Clara)

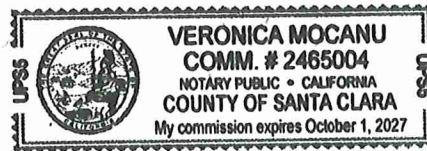
On June 17, 2025, before me, Veronica Mlocanu - Notary Public,
(insert name and title of the officer)

Notary Public, personally appeared Paul Y. Bains,
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)

Exhibit A

LEGAL DESCRIPTION

The land referred to is situated in the County of San Mateo, City of East Palo Alto, State of California, and is described as follows:

BEGINNING AT A POINT IN THE CENTERLINE OF BAY ROAD, DISTANT ALONG SAID CENTERLINE NORTH 65° 11' EAST 403.02 FEET FROM ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE SPUR TRACK RUNNING TO THE LANDS NOW OR FORMERLY OF THE REED REDUCTION COMPANY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM E. H. SCHUMACHER TO B. GRANGEY, DATED MAY 22, 1930 AND RECORDED MAY 27, 1930 IN BOOK 475, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 213 (61440-B); THENCE FROM SAID POINT OF BEGINNING SOUTH 1° 29' EAST ALONG THE EASTERLY LINE OF THE LAST MENTIONED LANDS 322.00 FEET; THENCE NORTH 88° 31' EAST 225 FEET, MORE OR LESS TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL THREE OF THE DEED FROM SPENCER NEWTON PARMELEE TO R. C. WERSTED, INC., A CORPORATION, DATED NOVEMBER 23, 1962 AND RECORDED NOVEMBER 27, 1962 IN BOOK 4340, OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 262 (36643-V); THENCE NORTH 1° 28' 07" WEST ALONG THE LAST MENTIONED LINE 221 FEET, MORE OR LESS, TO AN ANGLE POINT OF SAID EASTERLY LINE, SAID ANGLE POINT BEING THE POINT OF INTERSECTION OF THE COURSES DESIGNATED AS "NORTH 1° 27' 36" WEST 418.64 FEET" AND "SOUTH 88° 32' 24" WEST 3.50 FEET" IN THE LAST MENTIONED DEED; THENCE CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE GENERAL NORTHERLY LINES OF SAID LANDS DESCRIBED IN PARCEL THREE OF THE LAST MENTIONED DEED (36643-V) AS FOLLOWS: SOUTH 88° 31' 53" WEST 3.50 FEET, NORTH 1° 28' 07" WEST 64.31 FEET AND SOUTH 65° 11' WEST 9.80 FEET TO THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN PARCEL TWO OF THE LAST MENTIONED DEED (36643-V); THENCE SOUTH 65° 11' WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL TWO, 1.33 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL ONE OF THE LAST MENTIONED DEED (36643-V); THENCE NORTH 1° 28' 07" WEST ALONG THE MENTIONED LINE 130.70 FEET TO THE CENTERLINE OF SAID BAY ROAD; THENCE SOUTH 65° 11' WEST ALONG SAID CENTERLINE 229.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY R. C. WERSTED, INC., A CORPORATION TO THE COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED AUGUST 14, 1979 IN REEL 7884, AT IMAGE 515, OFFICIAL RECORDS.

SAID ABOVE DESCRIBED LANDS WERE SET FORTH IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON DECEMBER 30, 1988 AS DOCUMENT NO. 88178596 OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

A.P. NO: 063-231-260
063-231-300

JPN 063 023 231 16 A
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