

**AMENDED AND RESTATED
SECURED PROMISSORY NOTE**

(Affordable Housing Fund Inclusionary Affordable Housing – 5 M Quarter Mile,
Housing Trust Fund Advance fund,
Low-Moderate Income Housing Affordable Fund, HOME-ARP,
2019 General Obligation Bond for Affordable Housing,
and Condo Conversion Fund)

Principal Amount: \$44,318,000

San Francisco, CA

Date: _____, 2026

FOR VALUE RECEIVED, the undersigned, **967 MISSION, LP**, a California limited partnership ("**Maker**"), hereby promises to pay to the order of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, or holder (as the case may be, "**Holder**"), the principal sum of Forty-Four Million Three Hundred Eighteen Thousand Dollars (\$44,318,000) (the "**Loan**"), or so much of the Loan as may be disbursed from time to time pursuant to the Agreement described in **Section 1** below, together with interest thereon, as provided in this Amended and Restated Secured Promissory Note ("**Note**"). This Note is made with reference to the following facts and understandings.

RECITALS

A. Holder provided a loan of predevelopment funds from 5M Quarter Mile Funds to Maker in the original principal amount of Four Million and No/100 Dollars (\$4,000,000.00) (the "**Predevelopment Loan**") as evidenced by, among other documents, that certain Secured Promissory Note in the amount of the Predevelopment Loan, executed by Maker in favor of City and dated as of December 6, 2023 (the "**Predevelopment Note**"). Predevelopment Loan proceeds in the amount of [Three Million One Hundred Sixty-Two Thousand Eight Hundred Twenty-Eight and 75/100 Dollars (\$3,162,828.75)] have been previously disbursed to Maker. Maker has made no payments under the Predevelopment Note, and as of _____, 2026, interest in the amount of [One Hundred Forty Thousand Six Hundred Twenty-Nine and 94/100 Dollars (\$140,629.94)] has accrued under the Predevelopment Note (the "**Predevelopment Accrued Interest**").

B. The Citywide Affordable Housing Loan Committee has reviewed Maker's application for Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the Holder consolidate the outstanding principal balance of the Predevelopment Loan with Forty Million Three Hundred Eighteen Thousand Dollars (\$40,318,000) in additional City funding, for a loan of Funds in the total aggregate amount of Forty-Four Million Three Hundred Eighteen Thousand Dollars (\$44,318,000) (the "**Loan**").

C. The Loan is comprised of (i) the principal balance of the Predevelopment Loan; (ii) HOME-ARP Funds in the amount of Four Million Five Hundred Sixty-Eight Thousand One Hundred Ninety-Eight and No/100 Dollars (\$4,568,198.00); (iii) additional 5M Quarter Mile Funds in the amount of Nineteen Million One Hundred Twenty-Four Thousand Nine and No/100 Dollars (\$19,124,009); (iv) 2019 GO Bond Funds in the amount of Seven Million Dollars (\$7,000,000); (v) HTF Funds in the amount of Four Million Five Hundred Thirty-Six Thousand Nine Hundred Fifty-Four Dollars (\$4,536,954); (vi) LMIHAF Funds in the amount of One Million Four Hundred Thirty-Eight Thousand Eight Hundred Thirty-Nine Dollars (\$1,438,839); and (vii) Condo Conversion Funds in the amount of Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000).

NOW, THEREFORE, Maker agrees as follows:

1. Agreement. This Note is given under the terms of a that certain Amended, Restated and Consolidated Loan Agreement entered into by and between Maker and Holder and dated as of the date set forth above, as may be amended from time to time (the "**Agreement**"), which Agreement is incorporated herein by reference. Maker's obligations under this Note and the Agreement are secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement And Fixture Filing, made by Maker for the benefit of Holder and dated as of the date of this Note, as may be amended from time to time (the "**Deed of Trust**"), to be recorded pursuant to the Agreement. Definitions and rules of interpretation set forth in the Agreement apply to this Note. In the event of any inconsistency between the Agreement and this Note, this Note will control. Concurrent with Maker's execution of this Note, this Note shall amend, restate supersede and replace the Predevelopment Note in its entirety, and the Predevelopment Note shall be terminated, marked "cancelled" and returned to Maker.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of three percent (3%) per annum, simple interest, from the date of disbursement of funds by Holder through the date of full payment of all amounts owing under the City Documents. Interest will be calculated on the basis of actual days elapsed and a 360-day year, which will result in higher interest charges than if a 365-day year were used. Notwithstanding the foregoing, Predevelopment Accrued Interest, current through _____, 2026, shall continue to be a debt obligation of Maker and shall be due and payable to Holder pursuant to the terms of this Note, except that no further interest shall accrue on this amount.

3. Default Interest Rate. Upon the occurrence of an Event of Default under any City Document, interest will be deemed to have accrued on the outstanding principal balance of the Loan at a compounded annual rate equal to the lesser of: (a) ten percent (10%); or (b) the maximum lawful rate of interest, commencing on the date of the Event of Default through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the City Documents are paid to Holder. Maker acknowledges and agrees that the default interest that must be paid in the event of an Event of Default pursuant to this Section represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder if Maker defaults. Maker further agrees that proof of actual damages would be costly and inconvenient and that default interest will be paid without prejudice to Holder's right to collect any other amounts to be paid or to exercise any of its other rights or remedies under any City Document.

4. Repayment of Loan.

4.1 Subject to Section 13.4 of the Agreement, Maker will make annual payments of principal and interest (each, a "**Payment**") in an amount equal to the Residual Receipts, if any, attributable to the prior calendar year, beginning on the first June 30th after the end of the calendar year of the Completion Date, and continuing each June 30th thereafter up to and including the Maturity Date, as defined below (each, a "**Payment Date**"). All Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance of the Loan. The unpaid principal balance of the Loan, together with all accrued and unpaid interest and unpaid costs and fees incurred, will be due and payable on the date that is the later of (a) the fifty-seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the fifty-fifth (55th) anniversary of the Conversion Date, but in no event later than December 31, 2083 (the "**Maturity Date**"). Any Payment Date, including any

Excess Proceeds Payment Date and the Maturity Date, that falls on a weekend or holiday will be deemed to fall on the next succeeding business day.

4.2 Subject to Section 13.4 of the Agreement, and unless Holder has elected to waive payment of Excess Proceeds, Maker will make payments of principal and interest (each, an "**Excess Proceeds Payment**") in an amount equal to the Excess Proceeds, if any, on the date that is thirty (30) days after the later of the date on which Maker receives its Form 8609 from the California Tax Credit Allocation Committee or the date on which maker receives Excess Proceeds from its Limited Partner or other financing sources (the "**Excess Proceeds Payment Date**"). Excess Proceeds will be disbursed to Holder through escrow on the Conversion Date, Maker will evidence the Excess Proceeds Payment in the escrow settlement statement approved by Holder and will instruct the escrow officer to disburse Excess Proceeds to Holder. All Excess Proceeds Payments will be applied to the following in the following order: (a) costs and fees incurred and unpaid; (b) accrued and unpaid interest; and (c) reduction of the principal balance under this Note. The Director of MOHCD may elect to waive all or a portion of repayment of Excess Proceeds upon receipt from Maker of adequate documentation supporting the need for such waiver in order to make the Project financially feasible.

5. Security. Maker's obligations under this Note are secured by the Deed of Trust.

6. Terms of Payment.

6.1 All Payments must be made in currency of the United States of America then lawful for payment of public and private debts.

6.2 All Payments must be made payable to Holder and mailed or delivered in person to Holder's office at One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, or to any other place Holder from time to time designates.

6.3 In no event will Maker be obligated under the terms of this Note to pay interest exceeding the lawful rate. Accordingly, if the payment of any sum by Maker pursuant to the terms of this Note would result in the payment of interest exceeding the amount that Holder may charge legally under applicable state and/or federal law, the amount by which the payment exceeds the amount payable at the lawful interest rate will be deducted automatically from the principal balance owing under this Note.

6.4 Maker waives the right to designate how Payments will be applied pursuant to California Civil Code Sections 1479 and 2822. Holder will have the right in its sole discretion to determine the order and method of application of Payments to obligations under this Note.

6.5 Except as otherwise set forth herein or in the Agreement, no prepayment of this Note will be permitted without Holder's prior written consent.

7. Default.

7.1 Any of the following will constitute an Event of Default under this Note:

(a) Maker fails to make any Payment required under this Note within ten (10) days of the date it is due; or

(b) the occurrence of any other Event of Default under the Agreement or other instrument securing the obligations of Maker under this Note or under any other agreement between Maker and Holder with respect to the Project.

Notwithstanding the foregoing, Maker's Limited Partner shall have the right to cure any Event of Default, and Holder shall accept or reject such cure on the same terms as if rendered by Maker.

7.2 Upon the occurrence of any Event of Default, without notice to or demand upon Maker, which are expressly waived by Maker (except for notices or demands otherwise required by applicable laws to the extent not effectively waived by Maker and any notices or demands specified in the City Documents), Holder may exercise all rights and remedies available under this Note, the Agreement or otherwise available to Holder at law or in equity. Maker acknowledges and agrees that Holder's remedies include the right to accelerate the Maturity Date by declaring the outstanding principal balance of the Loan, together with all accrued and unpaid interest and unpaid fees and costs incurred, due and payable immediately, in which case, the Maturity Date will be superseded and replaced by the date established by Holder.

7.3 Notwithstanding Section 7.2 and subject to this Section, Holder will not seek or obtain judgment against Maker for the payment of any amounts due under this Note following a judicial or nonjudicial foreclosure of the Deed of Trust, and Holder's sole recourse against Maker for any default under this Note will be limited to the collateral for the Loan, provided, however, that this Section will be deemed void and of no effect if Maker challenges Holder's right to foreclose following an Event of Default in any legal proceeding on the grounds that the City Documents are not valid and enforceable under California law. This provision does not limit in any way Holder's right to recover sums arising under any obligation of Maker to indemnify Holder of sums incurred by Holder as a result of Maker's fraud, willful misrepresentation, misapplication of funds (including Loan Funds and Rents (as defined in the Deed of Trust)), waste or negligent or intentional damage to the collateral for the Loan.

8. Waivers.

8.1 Maker expressly agrees that the term of this Note or the date of any payment due hereunder may be extended from time to time with Holder's consent, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Maker.

8.2 No extension of time for any Payment made by agreement by Holder with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

8.3 The obligations of Maker under this Note are absolute, and Maker waives any and all rights to offset, deduct or withhold any Payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

9.1 All notices to Holder or Maker must be given in the manner and at the addresses set forth in the Agreement, or to the addresses Holder and/or Maker hereafter designate in accordance with the Agreement.

9.2 In the event of any legal proceedings arising from the enforcement of or a default under this Note or in any bankruptcy proceeding of Maker, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the proceeding, as provided in the Agreement.

9.3 This Note may be amended only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note is governed by and must be construed in accordance with the laws of the State of California, without regard to the choice of law rules of the State.

9.5 Time is of the essence in the performance of any obligations hereunder.

9.6 Capitalized terms used but not defined in this Note shall have the meanings given them under the Agreement.

9.7 Copies of any notices provided to the Maker under this Note shall provide to the Limited Partner at the notice address stated in Section 21.1 of the Agreement.

[Signature page follows. Remainder of page blank]

IN WITNESS WHEREOF, Maker has executed this Note as of the date first above written.

"MAKER"

967 Mission, LP,
a California limited partnership

By: BHPMSS 967 Mission LLC,
a California limited liability company,
its managing general partner

By: Bayview Hunters Point Multipurpose Senior Services, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Catherine V. Davis, Executive Director

By: JSCo 967 Mission, LLC,
a California limited liability company,
its administrative general partner

By: John Stewart Company,
a California corporation,
its sole member and manager

By: _____
Jack D. Gardner, Chairman of the Board