

**Repayment Agreement between the City and County of San Francisco and  
Baker Places, Inc.**

This Repayment Agreement (“Agreement”) is made as of April 1, 2024 (“Effective Date”), in the City and County of San Francisco (“City”), State of California (“Agreement”), by and between the City, acting through its Department of Public Health (“DPH”), and Baker Places, Inc., a California nonprofit public benefit corporation (“Baker”).

**Recitals**

**WHEREAS**, Baker is a wholly owned subsidiary of PRC, a California nonprofit public benefit corporation formerly known as Positive Resource Center) (“Parent”); and

**WHEREAS**, since January 1, 2019, the City has awarded various contracts (“Active Contracts”) to Baker, the following of which are active as of the Effective Date:

1. **Hummingbird Potrero**, CID No. 1000012788 (“HB Potrero”), January 1, 2019 to June 30, 2026, \$27,233,566;
2. **Hummingbird Valencia**, CID No. 1000017071 (“HB Valencia”), March 1, 2020 to June 30, 2024, \$9,540,278;
3. **Ferguson Place**, CID No. 1000021574 (“Ferguson”), July 1, 2021 to December 31, 2024, \$7,191,630;
4. **Baker Regular**, CID No. 1000009940 (“Baker Regular”), July 1, 2018 to June 30, 2027, \$120,789,738.

**WHEREAS**, DPH’s Office of Compliance and Privacy Affairs performed an audit of Medi-Cal billings during FY 2015-16 (“Audit”) that showed a total repayment obligation owed to the City by Baker of \$1,304,352; and

**WHEREAS**, the City made certain initial payments in FY2021-22 and FY2022-23 to Baker of 25% of eligible annual funding totaling \$9,212,187 on the Active Contracts (“Initial Payments”); and

**WHEREAS**, Baker is obligated to repay to the City the sum of \$6,365,463 in connection with Initial Payments and the sum of \$1,304,352 as set forth in the Audit, for a total repayment obligation of \$7,669,814; and

**WHEREAS**, concurrently herewith, Parent has executed a Parent Guaranty, pursuant to which Parent has guaranteed Baker’s performance and repayment of the Debt (defined below).

**WHEREAS**, Baker is the owner in fee simple of that certain real property located at 333 7<sup>th</sup> Street, San Francisco, California (Block 3754, Lot 031) (“**333 7th**”); and

**WHEREAS**, Baker has offered and the City has accepted Baker’s proposal that it repay the City the Debt on the terms and conditions contained in this Agreement; and

**WHEREAS**, on **XXXXXX**, the San Francisco Board of Supervisors approved the proposed Agreement by Resolution No. **XXXXXXXX**; and

Now, **THEREFORE**, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

1.1 **“Agreement”** means this contract document, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 **“Assets”** means the following available Assets and properties owned by Baker and/or Parent, identified as collateral for this Agreement, and based upon which Baker will repay the Debt.

Reference	Address
Robertson Place	921-923 Lincoln Way, San Francisco, CA 94122
San Jose Place	673 San Jose Ave, San Francisco, CA 94110

1.3 **“Baker”** means Baker Places, Inc., a California nonprofit public benefit corporation, located at 170 9<sup>th</sup> Street, San Francisco, CA 94103, and its successors and assigns. Baker is also sometimes referred to herein as “Contractor.”

1.4 **“City”** means the City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Health.

1.5 **“Contracts”** means the Active Contracts, as defined above, and any other service contracts between the City and Baker which may exist from time to time.

1.6 **“Debt” or “DPH Debt”** means \$7,669,814, representing the total amount due and owing from Baker to the City to be repaid under the terms and conditions of this Agreement.

1.7 **“Parent”** means PRC.

**Article 2 Term**

2.1 **Term.** The term of this Agreement shall commence on April 1, 2024, and expire on January 31, 2046, unless earlier terminated as otherwise provided herein.

**Article 3 DPH Debt Repayment Plan - Consideration**

3.1 **DPH Debt Audit.** The DPH Debt is **\$7,669,814**, consisting of the following:

<b>DPH Debt</b>	
Initial Payments	<b>\$6,365,463</b>
Audit	<b>\$1,304,352</b>
<b>DPH Debt</b>	<b>\$7,669,814</b>

3.2 **Property Transfer (333 7th Street - \$3,000,000).** Baker and the City have entered into a Letter of Intent, dated as of July 12, 2023, which sets forth general terms and conditions upon which Baker will agree to sell, and the City will agree to purchase, 333 7th (such conveyance, the “**333 7th Sale**”). Baker and the City each agree diligently to pursue the 333 7th Sale in good faith. Upon the consummation of the 333 7th Sale, DPH shall credit the amount of the sale proceeds against the outstanding Debt.

3.3 **Legal Merger/Parent Guaranty.** The Plan calls for a potential legal merger of Parent and Baker (the “Merger”) to simplify operations and create organizational efficiency. Parent will guarantee Baker’s Debt repayment under this Agreement (the form of such guaranty is attached as Appendix A). Following the Merger, if any, all Contracts, including this Agreement, will be novated to the surviving legal entity resulting from the Merger.

3.4 **DPH Debt Repayment Schedule.** Baker will repay the City the DPH Debt balance due at the rate of \$20,100 monthly over the Term of this Agreement, which amount includes 1.12% per annum interest, until such time as there is no outstanding balance of the Debt in accordance with the terms of the Repayment Schedule attached hereto as Appendix B. Baker may, in its sole discretion, pay additional amounts above such minimum from time to time, without any prepayment penalty. The schedule includes a DPH Debt drawdown of \$3,000,000 in FY2023-24 concurrent with and contingent upon the transfer of the 333 7th Street title to the City. The repayment schedule may be accelerated without modification of this Agreement in accordance with Section 3.6 (Annual Assessment of Available Funds) below. Any payment delay may be resolved pursuant to Section 6.2 (Termination for Default; Remedies), below.

3.5 **Initial Payments.** The Parties agree to the elimination of initial payments by the City to Baker on all contracts awarded by the City, either currently in place or in the future.

3.6 **Annual Assessment of Available Funds.** Baker will complete an annual assessment, by August 31 each year, of available unrestricted cash compared to its six-month operating reserve target. If the available unrestricted cash exceeds the six-month operating reserve target, Baker will pay 50% of the cash in excess of the six-month operating reserve target as a supplemental payment toward the DPH Debt, which shall be in addition to the monthly minimum payments provided for in Paragraph 3.4 above. The first annual assessment is due by August 31, 2024. In the event that Baker fails timely to submit an annual assessment, and such failure continues for thirty (30) days following written notice thereof from the City, Baker acknowledges and agrees that the supplemental payment due to DPH for the following year will be \$10,000.

### 3.7 **Non-assignment/Performance Deed of Trust/Declaration of Restrictions.**

Upon repayment of the existing mortgages encumbering the Assets, which shall occur on or before June 30, 2024, Baker shall execute and record against title to each of the Assets a Performance Deed of Trust and Declaration of Restrictions (collectively “PDT”) in favor of the City (in the forms attached as Appendix C). Baker shall cooperate with the City to ensure that the City’s Performance Deeds of Trust are recorded in first lien position. Baker further agrees that it shall not further encumber the Assets before repayment of the existing mortgages. Upon written request by Baker, subject to the condition described in the following sentence, the City agrees to cause the release of such PDT from one of the Assets (to be chosen by the City). Release of PDT is conditioned on the balance of the outstanding Debt and accrued interest equaling not more than Three Million Dollars (\$3,000,000), after taking into account regular debt payments and the transfer of the 333 7th Street title to the City.

## **Article 4 Insurance**

### 4.1 **Insurance.**

4.1.1 **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.”

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with this Agreement.

(e) Contractor shall maintain in force during the full life of the Agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(f) Blanket Fidelity Bond (omitted).

4.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

4.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

4.1.5 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

4.1.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

4.1.7 Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

4.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

4.1.9 If Contractor will use any subcontractor(s), Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

4.2 **Indemnification.** Baker shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement claims, arising from or in any way connected with this Agreement, except where such loss, damage, injury, liability or claim is the result of the sole active negligence or willful misconduct of City.

## **Article 5      Liability of the Parties**

5.1      **Liability of City.** IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

5.2      **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions related to this Agreement.

## **Article 6      Termination and Default**

6.1      **Automatic Termination.** In the event that the City agrees that Baker has satisfied repayment of the Debt before expiration of the Repayment Agreement, then Baker's obligations under the Repayment Agreement shall be deemed satisfied. In that event, the Repayment Agreement and Parent Guaranty shall automatically terminate. The City and Baker shall take all steps necessary to release any remaining Performance Deeds of Trust and Declarations of Restrictions from Assets.

6.2      **Termination for Convenience.** In the event that the circumstances surrounding this Agreement materially change such that the purpose of this Agreement has been frustrated or the continued performance hereunder by one or both parties becomes impossible, as determined by the City acting in its reasonable discretion, City shall have the option to terminate this Agreement. City shall exercise this option by giving Baker written notice of termination. The notice shall specify the date on which termination shall become effective, which shall be at least 180 days after the date of the notice. In the event that the City terminates this Agreement for convenience, the Debt becomes immediately due and payable. In that event the City reserves its rights, acting in its sole discretion, to exercise all rights and remedies available in equity and at law to pursue recovery of all outstanding DPH debt.

### **6.3      Termination for Default; Remedies.**

6.3.1    The City may terminate this Agreement for Default in the event that Baker fails or refuses to perform or observe any term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within one hundred eighty (180) days after written notice thereof from City to Baker ("Event of Default").

6.3.2    In the event that Baker fails to cure the Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to enforce the Parent Guaranty against Parent. In the event that the City enforces the Parent Guaranty, Parent shall have ninety (90) days to cure the default.

6.4      **Voluntary Debarment.** Should both Baker and Parent fail timely to achieve a cure of the Event of Default, the City shall have the right, in its sole discretion, in addition to the other

remedies set forth herein, to terminate any and all outstanding Contracts between the City and Baker, and to debar Baker from entering future Contracts with the City for a period of up to three (3) years. In the event that the City elects debarment, Baker agrees to a waiver of an evidentiary hearing and a voluntary debarment for such period commencing on the date determined by the City, acting in its sole discretion.

**6.5 Default Transition.** In the event of Voluntary Debarment, the City will provide Baker a 180-day termination letter for each Contract. The City will reasonably cooperate with Baker to cause such terminations to become effective on a staggered basis so as to minimize the disruption of services to Baker's clients. Within 30 days of each termination letter, the City and Baker will create a client transition plan. Within six months of each termination letter, the City and Baker will enact the patient transition plan with all clients successfully transferred within six months of the date of each termination letter. If, notwithstanding Baker's good faith efforts to carry out the transition plan for each Contract, the reasonable transition of client services requires Baker to provide services to its clients following the termination of the applicable Contract, Baker and DPH will enter an agreement, subject to appropriate City contracting authority, providing for the compensation of Baker for such services during the transition, and the parties will use reasonable diligence to complete the transition of services as quickly as practicable.

**6.6 Enforcement of the Performance Deed of Trust.** Following any Event of Default including Parent's failure to cure, and/or after a Voluntary Debarment, the City may exercise its option, acting in its sole discretion, to exercise its rights under any then-outstanding recorded Performance Deed(s) of Trust.

## **Article 7 Release**

**7.1 Baker's Release.** Upon full execution of this Agreement, in consideration of the City's acceptance of a 23-year repayment plan at 1.12% interest for the DPH Debt, in lieu of a Controller Offset under San Francisco Administrative Code Sections 10.27.1, *et seq.*, Baker agrees to fully and forever release and discharge City and its boards, commissions, officers, directors, employees and agents, from all actions, causes of action, damages and claims that arise from the DPH Debt and/or this Agreement.

## **Article 8 General Terms**

**8.1 California Civil Code § 1542 Waiver.** Baker certifies that it has read Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

As to the matters released in this Agreement, Baker specifically waives any benefit or right under California Civil Code Section 1542 and assumes all risks of claims, known or unknown, heretofore or hereafter, arising from this waiver.

8.2 **Notices.** Any notices or communications sent under or pertaining to this Agreement shall be in writing, addressed to the recipient at its address below, and sent (1) via FedEx or other overnight courier, (2) via trackable mail, or (3) via hand delivery. Notices shall be effective upon receipt or upon confirmation of delivery by one of the foregoing methods. Either party may agree, from time to time, to accept notices via email or facsimile. Either party may update its address for notices by written notice, delivered to the other party in accordance with this paragraph.

To City: 101 Grove, Room 316 (DPH Director's Office), San Francisco, CA 94102, Attn: Drew Murrell

To Baker: 170 9<sup>th</sup> Street, San Francisco, CA 94103, Attn: Chuan Teng

8.3 **Entire Agreement.** Baker acknowledges that this Agreement, including all Appendices, contains and constitutes the entire agreement between the City and Baker. The terms of this Agreement are contractual and not a mere recital.

8.4 **Severability.** If any of the provisions of this Agreement or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Full and Final Release to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Full and Final Release are declared and understood to be severable.

8.5 **Legal Fees.** The City and Baker each shall bear its own legal expenses and costs incurred in connection with this Agreement and the DPH Debt.

8.6 **Fully Negotiated.** This Agreement has been fully negotiated with the assistance of counsel and should not be construed more strictly against one Party than another.

8.7 **Agreement Made in California; Venue; Enforceability.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

8.8 **Compliance with Laws.** Baker shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Baker's performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

8.9 **Third Party Beneficiaries.** No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a Party hereto.

8.10 **Counterparts.** This Agreement may be signed in counterparts, including electronic signatures.

**SIGNATURES ON NEXT PAGE**



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunder duly as follows:

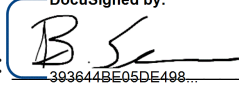
City and County of San Francisco

Dated: \_\_\_\_\_

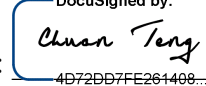
By: \_\_\_\_\_  
Grant Colfax, M.D.  
Its: Director of Health

Baker Places, Inc.

Dated: 03/05/2024 | 11:21 AM PST  
\_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
393644BE05DE498...  
Brian Schneider  
Its: Board President

Dated: 03/05/2024 | 11:57 AM PST  
\_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
4D72DD7FE261408...  
Chuan Teng  
Its: Chief Executive Officer

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
LOUISE S. SIMPSON  
Deputy City Attorney  
Attorneys for City and County of San Francisco

- Appendix A – Parent Guaranty**
- Appendix B – Repayment Schedule**
- Appendix C – Performance Deed of Trust and Declaration of Restrictions**
- Appendix D – Secured Promissory Note**

## Appendix A

### PARENT GUARANTY

#### BACKGROUND

This Parent Guaranty (“Guaranty”) is made as of April 1, 2024 (“Effective Date”), in the City and County of San Francisco (“City”), State of California (“Repayment Agreement”), by and between the City, acting through its Department of Public Health (“DPH”), and PRC, a California nonprofit public benefit corporation formerly known as Positive Resource Center) (“Parent”).

#### Recitals

**WHEREAS**, Baker Places, Inc., a California nonprofit public benefit corporation (“Baker”) is a wholly owned subsidiary of Parent; and

**WHEREAS**, DPH’s Office of Compliance and Privacy Affairs performed an audit of Medi-Cal billings during FY 2015-16 (“Audit”) that showed a total repayment obligation owed to the City by Baker of \$1,304,352; and

**WHEREAS**, the City made certain initial payments in FY2021-22 and FY2022-23 to Baker of 25% of eligible annual funding totaling \$9,212,287 on the Active Contracts (“Initial Payments”); and

**WHEREAS**, Baker is obligated to repay to the City the sum of \$6,546,363 in connection with Initial Payments and the sum of \$1,304,352 as set forth in the Audit, for a total repayment obligation of \$7,669,814 (“Debt”); and

**WHEREAS**, Baker has agreed to repay the Debt under the terms of a Repayment Agreement, dated April 1, 2024 (attached hereto), and approved by the San Francisco Board of Supervisors by Resolution no. XXXXX, dated XXXXXXXX (attached hereto); and

**WHEREAS**, the City has requested that Parent provide a guaranty of performance of Baker’s obligations under the Repayment Agreement and Parent has agreed to provide the guaranty on the terms and conditions set forth in this Parent Guaranty (“Guaranty”).

Accordingly, Parent and the City agree as follows:

#### GUARANTY

1. Subject to all of the terms of this Guaranty, Parent hereby unconditionally guarantees to the City, by way of an independent undertaking towards the City, the performance by Baker of its obligations and liabilities under the Repayment Agreement (the “Obligations”). If Baker is in default of its performance of the Obligations and fails to cure such default within the period allowed for cure under the Repayment Agreement, then the City will provide prompt written notice of any such default of Baker for which the City is seeking Parent’s payment or performance in accordance with the Repayment Agreement.

2. Parent's obligations hereunder will be subject to the City providing Parent with such notice. Parent will cure or cause to be cured such default within the period allowed for cure under the Repayment Agreement after receipt by Parent of written notice thereof specifying the nature of such default.

3. This Guaranty is valid and will remain in full force for the entire term of the Repayment Agreement, as may be extended by any formal amendment (to the extent such formal amendment also explicitly extends this Guaranty) ("Term"). Upon fulfillment of the Repayment Agreement and/or the City's enforcement of the any remaining Performance Deed(s) of Trust, this Guaranty shall automatically terminate.

4. Notwithstanding anything to the contrary elsewhere in this Guaranty, (i) any remedies, defenses and rights available to Baker towards the City (which include, without limitation, any and all disclaimers, exclusive remedies and limitations of liability in the Repayment Agreement) will be available to Parent should Parent be required by the City to perform or discharge any of the Obligations; (ii) Parent will be entitled to at any time assert any and all defenses and claims available to Baker under the terms of the Repayment Agreement; and (iii) in no event will Parent's liability under this Guaranty exceed the amounts set forth in the Repayment Agreement as limitations on the liability of Baker thereunder, nor will the collective liability of Parent and Baker under this Guaranty and the Repayment Agreement exceed the limitations of liability set forth in the Repayment Agreement.

5. **Voluntary Debarment.** Should both Baker and Parent fail timely to achieve a cure of the Event of Default (as defined in the Repayment Agreement), the City shall have the right, in its sole discretion, in addition to the other remedies set forth herein, to terminate any and all outstanding Contracts between the City and Parent, and to debar Parent from entering future Contracts with the City for a period of up to three (3) years. In the event that the City elects debarment, Parent agrees to a waiver of an evidentiary hearing and a voluntary debarment for such period commencing on the date determined by the City, acting in its sole discretion.

6. Parent represents and warrants to the City that:

a. it has been duly incorporated as a company under the laws of California and is validly existing and has all necessary corporate power and authority to enter into and deliver this Guaranty and to perform its obligations hereunder;

b. all necessary corporate action has been taken by it to authorize the execution, delivery and performance of this Guaranty and to observe and perform its obligations under this Guaranty; and

c. this Guaranty constitutes a legal, valid and binding contractual obligation of Parent.

7. Subject to Section 2 above, Parent agrees that it will not be released from this Guaranty by any act or omission of Baker whereby (in absence of this provision) Parent would or might be released, including, whether or not known to Parent:

a. any alteration in the obligations undertaken by Baker pursuant to the terms

of the Repayment Agreement;

b. any legal limitation, disability, incapacity or other circumstances relating to Baker or any other person; or

c. the dissolution, amalgamation, reconstruction, reorganization, change in status, function, control or ownership, insolvency, liquidation or the appointment of an administrator or receiver of Baker or any other person,

d. provided that nothing in this paragraph 6 will create any greater obligation of Parent than the Obligation which Baker has failed to complete.

8. The provisions of this Guaranty will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions and any invalid or unenforceable provision will be enforced to the maximum extent possible; provided that no such severability will be effective if it materially changes the benefit of this Guaranty to either party.

9. This Guaranty is the entire agreement between the parties with regard to the Obligations and supersedes and incorporates all prior or contemporaneous representations, understandings or Repayment Agreements. This Guaranty may not be modified or amended except by a Repayment Agreement in writing signed between the parties hereto. Each party represents that the individual signing below on behalf of the party has the authorization to bind the party indicated to this Guaranty. This Guaranty may be executed in one or more counterparts, at the same or different times and places, with signatures provided on paper, by facsimile or electronically.

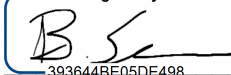
10. The validity, construction and enforcement of this Guaranty governed by California law with venue in San Francisco.

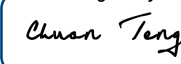
[SIGNATURES ON NEXT PAGE]

PRC

Dated: 03/05/2024 | 11:21 AM PST

Dated: 03/05/2024 | 11:57 AM PST

DocuSigned by:  
By:   
393644BE05DE498...  
Brian Schneider

Its: Board President  
DocuSigned by:  
By:   
4D72DD7FE261408...  
Chuan Teng  
Its: Chief Executive Officer

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
1	Apr-24	\$ 4,669,814	\$ 4,358	\$ 20,100	\$ 4,654,073	N
2	May-24	\$ 4,654,073	\$ 4,344	\$ 20,100	\$ 4,638,317	N
3	Jun-24	\$ 4,638,317	\$ 4,329	\$ 20,100	\$ 4,622,546	N
4	Jul-24	\$ 4,622,546	\$ 4,314	\$ 20,100	\$ 4,606,760	N
5	Aug-24	\$ 4,606,760	\$ 4,300	\$ 20,100	\$ 4,590,960	N
6	Sep-24	\$ 4,590,960	\$ 4,285	\$ 20,100	\$ 4,575,145	N
7	Oct-24	\$ 4,575,145	\$ 4,270	\$ 20,100	\$ 4,559,315	N
8	Nov-24	\$ 4,559,315	\$ 4,255	\$ 20,100	\$ 4,543,470	N
9	Dec-24	\$ 4,543,470	\$ 4,241	\$ 20,100	\$ 4,527,611	N
10	Jan-25	\$ 4,527,611	\$ 4,226	\$ 20,100	\$ 4,511,736	N
11	Feb-25	\$ 4,511,736	\$ 4,211	\$ 20,100	\$ 4,495,847	N
12	Mar-25	\$ 4,495,847	\$ 4,196	\$ 20,100	\$ 4,479,943	N
13	Apr-25	\$ 4,479,943	\$ 4,181	\$ 20,100	\$ 4,464,025	N
14	May-25	\$ 4,464,025	\$ 4,166	\$ 20,100	\$ 4,448,091	N
15	Jun-25	\$ 4,448,091	\$ 4,152	\$ 20,100	\$ 4,432,143	N
16	Jul-25	\$ 4,432,143	\$ 4,137	\$ 20,100	\$ 4,416,179	N
17	Aug-25	\$ 4,416,179	\$ 4,122	\$ 20,100	\$ 4,400,201	N
18	Sep-25	\$ 4,400,201	\$ 4,107	\$ 20,100	\$ 4,384,208	N
19	Oct-25	\$ 4,384,208	\$ 4,092	\$ 20,100	\$ 4,368,200	N
20	Nov-25	\$ 4,368,200	\$ 4,077	\$ 20,100	\$ 4,352,177	N
21	Dec-25	\$ 4,352,177	\$ 4,062	\$ 20,100	\$ 4,336,139	N
22	Jan-26	\$ 4,336,139	\$ 4,047	\$ 20,100	\$ 4,320,086	N
23	Feb-26	\$ 4,320,086	\$ 4,032	\$ 20,100	\$ 4,304,018	N
24	Mar-26	\$ 4,304,018	\$ 4,017	\$ 20,100	\$ 4,287,935	N
25	Apr-26	\$ 4,287,935	\$ 4,002	\$ 20,100	\$ 4,271,837	N
26	May-26	\$ 4,271,837	\$ 3,987	\$ 20,100	\$ 4,255,724	N
27	Jun-26	\$ 4,255,724	\$ 3,972	\$ 20,100	\$ 4,239,596	N
28	Jul-26	\$ 4,239,596	\$ 3,957	\$ 20,100	\$ 4,223,453	N
29	Aug-26	\$ 4,223,453	\$ 3,942	\$ 20,100	\$ 4,207,295	N
30	Sep-26	\$ 4,207,295	\$ 3,927	\$ 20,100	\$ 4,191,122	N
31	Oct-26	\$ 4,191,122	\$ 3,912	\$ 20,100	\$ 4,174,934	N
32	Nov-26	\$ 4,174,934	\$ 3,897	\$ 20,100	\$ 4,158,730	N
33	Dec-26	\$ 4,158,730	\$ 3,881	\$ 20,100	\$ 4,142,512	N
34	Jan-27	\$ 4,142,512	\$ 3,866	\$ 20,100	\$ 4,126,278	N
35	Feb-27	\$ 4,126,278	\$ 3,851	\$ 20,100	\$ 4,110,029	N
36	Mar-27	\$ 4,110,029	\$ 3,836	\$ 20,100	\$ 4,093,765	N
37	Apr-27	\$ 4,093,765	\$ 3,821	\$ 20,100	\$ 4,077,486	N
38	May-27	\$ 4,077,486	\$ 3,806	\$ 20,100	\$ 4,061,192	N
39	Jun-27	\$ 4,061,192	\$ 3,790	\$ 20,100	\$ 4,044,882	N
40	Jul-27	\$ 4,044,882	\$ 3,775	\$ 20,100	\$ 4,028,557	N
41	Aug-27	\$ 4,028,557	\$ 3,760	\$ 20,100	\$ 4,012,217	N
42	Sep-27	\$ 4,012,217	\$ 3,745	\$ 20,100	\$ 3,995,862	N
43	Oct-27	\$ 3,995,862	\$ 3,729	\$ 20,100	\$ 3,979,492	N

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
44	Nov-27	\$ 3,979,492	\$ 3,714	\$ 20,100	\$ 3,963,106	N
45	Dec-27	\$ 3,963,106	\$ 3,699	\$ 20,100	\$ 3,946,705	N
46	Jan-28	\$ 3,946,705	\$ 3,684	\$ 20,100	\$ 3,930,288	N
47	Feb-28	\$ 3,930,288	\$ 3,668	\$ 20,100	\$ 3,913,857	N
48	Mar-28	\$ 3,913,857	\$ 3,653	\$ 20,100	\$ 3,897,410	N
49	Apr-28	\$ 3,897,410	\$ 3,638	\$ 20,100	\$ 3,880,947	N
50	May-28	\$ 3,880,947	\$ 3,622	\$ 20,100	\$ 3,864,469	N
51	Jun-28	\$ 3,864,469	\$ 3,607	\$ 20,100	\$ 3,847,976	N
52	Jul-28	\$ 3,847,976	\$ 3,591	\$ 20,100	\$ 3,831,468	N
53	Aug-28	\$ 3,831,468	\$ 3,576	\$ 20,100	\$ 3,814,944	N
54	Sep-28	\$ 3,814,944	\$ 3,561	\$ 20,100	\$ 3,798,404	N
55	Oct-28	\$ 3,798,404	\$ 3,545	\$ 20,100	\$ 3,781,849	N
56	Nov-28	\$ 3,781,849	\$ 3,530	\$ 20,100	\$ 3,765,279	N
57	Dec-28	\$ 3,765,279	\$ 3,514	\$ 20,100	\$ 3,748,693	N
58	Jan-29	\$ 3,748,693	\$ 3,499	\$ 20,100	\$ 3,732,092	N
59	Feb-29	\$ 3,732,092	\$ 3,483	\$ 20,100	\$ 3,715,476	N
60	Mar-29	\$ 3,715,476	\$ 3,468	\$ 20,100	\$ 3,698,843	N
61	Apr-29	\$ 3,698,843	\$ 3,452	\$ 20,100	\$ 3,682,196	N
62	May-29	\$ 3,682,196	\$ 3,437	\$ 20,100	\$ 3,665,532	N
63	Jun-29	\$ 3,665,532	\$ 3,421	\$ 20,100	\$ 3,648,853	N
64	Jul-29	\$ 3,648,853	\$ 3,406	\$ 20,100	\$ 3,632,159	N
65	Aug-29	\$ 3,632,159	\$ 3,390	\$ 20,100	\$ 3,615,449	N
66	Sep-29	\$ 3,615,449	\$ 3,374	\$ 20,100	\$ 3,598,723	N
67	Oct-29	\$ 3,598,723	\$ 3,359	\$ 20,100	\$ 3,581,982	N
68	Nov-29	\$ 3,581,982	\$ 3,343	\$ 20,100	\$ 3,565,225	N
69	Dec-29	\$ 3,565,225	\$ 3,328	\$ 20,100	\$ 3,548,453	N
70	Jan-30	\$ 3,548,453	\$ 3,312	\$ 20,100	\$ 3,531,665	N
71	Feb-30	\$ 3,531,665	\$ 3,296	\$ 20,100	\$ 3,514,861	N
72	Mar-30	\$ 3,514,861	\$ 3,281	\$ 20,100	\$ 3,498,042	N
73	Apr-30	\$ 3,498,042	\$ 3,265	\$ 20,100	\$ 3,481,206	N
74	May-30	\$ 3,481,206	\$ 3,249	\$ 20,100	\$ 3,464,356	N
75	Jun-30	\$ 3,464,356	\$ 3,233	\$ 20,100	\$ 3,447,489	N
76	Jul-30	\$ 3,447,489	\$ 3,218	\$ 20,100	\$ 3,430,607	N
77	Aug-30	\$ 3,430,607	\$ 3,202	\$ 20,100	\$ 3,413,709	N
78	Sep-30	\$ 3,413,709	\$ 3,186	\$ 20,100	\$ 3,396,795	N
79	Oct-30	\$ 3,396,795	\$ 3,170	\$ 20,100	\$ 3,379,865	N
80	Nov-30	\$ 3,379,865	\$ 3,155	\$ 20,100	\$ 3,362,920	N
81	Dec-30	\$ 3,362,920	\$ 3,139	\$ 20,100	\$ 3,345,958	N
82	Jan-31	\$ 3,345,958	\$ 3,123	\$ 20,100	\$ 3,328,981	N
83	Feb-31	\$ 3,328,981	\$ 3,107	\$ 20,100	\$ 3,311,988	N
84	Mar-31	\$ 3,311,988	\$ 3,091	\$ 20,100	\$ 3,294,979	N
85	Apr-31	\$ 3,294,979	\$ 3,075	\$ 20,100	\$ 3,277,955	N
86	May-31	\$ 3,277,955	\$ 3,059	\$ 20,100	\$ 3,260,914	N

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
87	Jun-31	\$ 3,260,914	\$ 3,044	\$ 20,100	\$ 3,243,858	N
88	Jul-31	\$ 3,243,858	\$ 3,028	\$ 20,100	\$ 3,226,785	N
89	Aug-31	\$ 3,226,785	\$ 3,012	\$ 20,100	\$ 3,209,697	N
90	Sep-31	\$ 3,209,697	\$ 2,996	\$ 20,100	\$ 3,192,593	N
91	Oct-31	\$ 3,192,593	\$ 2,980	\$ 20,100	\$ 3,175,472	N
92	Nov-31	\$ 3,175,472	\$ 2,964	\$ 20,100	\$ 3,158,336	N
93	Dec-31	\$ 3,158,336	\$ 2,948	\$ 20,100	\$ 3,141,184	N
94	Jan-32	\$ 3,141,184	\$ 2,932	\$ 20,100	\$ 3,124,016	N
95	Feb-32	\$ 3,124,016	\$ 2,916	\$ 20,100	\$ 3,106,831	N
96	Mar-32	\$ 3,106,831	\$ 2,900	\$ 20,100	\$ 3,089,631	N
97	Apr-32	\$ 3,089,631	\$ 2,884	\$ 20,100	\$ 3,072,415	N
98	May-32	\$ 3,072,415	\$ 2,868	\$ 20,100	\$ 3,055,182	N
99	Jun-32	\$ 3,055,182	\$ 2,852	\$ 20,100	\$ 3,037,934	N
100	Jul-32	\$ 3,037,934	\$ 2,835	\$ 20,100	\$ 3,020,669	N
101	Aug-32	\$ 3,020,669	\$ 2,819	\$ 20,100	\$ 3,003,389	N
102	Sep-32	\$ 3,003,389	\$ 2,803	\$ 20,100	\$ 2,986,092	N
103	Oct-32	\$ 2,986,092	\$ 2,787	\$ 20,100	\$ 2,968,779	N
104	Nov-32	\$ 2,968,779	\$ 2,771	\$ 20,100	\$ 2,951,450	N
105	Dec-32	\$ 2,951,450	\$ 2,755	\$ 20,100	\$ 2,934,104	N
106	Jan-33	\$ 2,934,104	\$ 2,738	\$ 20,100	\$ 2,916,743	N
107	Feb-33	\$ 2,916,743	\$ 2,722	\$ 20,100	\$ 2,899,365	N
108	Mar-33	\$ 2,899,365	\$ 2,706	\$ 20,100	\$ 2,881,971	N
109	Apr-33	\$ 2,881,971	\$ 2,690	\$ 20,100	\$ 2,864,561	N
110	May-33	\$ 2,864,561	\$ 2,674	\$ 20,100	\$ 2,847,135	N
111	Jun-33	\$ 2,847,135	\$ 2,657	\$ 20,100	\$ 2,829,692	N
112	Jul-33	\$ 2,829,692	\$ 2,641	\$ 20,100	\$ 2,812,233	N
113	Aug-33	\$ 2,812,233	\$ 2,625	\$ 20,100	\$ 2,794,758	N
114	Sep-33	\$ 2,794,758	\$ 2,608	\$ 20,100	\$ 2,777,266	N
115	Oct-33	\$ 2,777,266	\$ 2,592	\$ 20,100	\$ 2,759,758	N
116	Nov-33	\$ 2,759,758	\$ 2,576	\$ 20,100	\$ 2,742,234	N
117	Dec-33	\$ 2,742,234	\$ 2,559	\$ 20,100	\$ 2,724,694	N
118	Jan-34	\$ 2,724,694	\$ 2,543	\$ 20,100	\$ 2,707,137	N
119	Feb-34	\$ 2,707,137	\$ 2,527	\$ 20,100	\$ 2,689,563	N
120	Mar-34	\$ 2,689,563	\$ 2,510	\$ 20,100	\$ 2,671,974	N
121	Apr-34	\$ 2,671,974	\$ 2,494	\$ 20,100	\$ 2,654,367	N
122	May-34	\$ 2,654,367	\$ 2,477	\$ 20,100	\$ 2,636,745	N
123	Jun-34	\$ 2,636,745	\$ 2,461	\$ 20,100	\$ 2,619,106	N
124	Jul-34	\$ 2,619,106	\$ 2,444	\$ 20,100	\$ 2,601,450	N
125	Aug-34	\$ 2,601,450	\$ 2,428	\$ 20,100	\$ 2,583,778	N
126	Sep-34	\$ 2,583,778	\$ 2,412	\$ 20,100	\$ 2,566,090	N
127	Oct-34	\$ 2,566,090	\$ 2,395	\$ 20,100	\$ 2,548,385	N
128	Nov-34	\$ 2,548,385	\$ 2,378	\$ 20,100	\$ 2,530,663	N
129	Dec-34	\$ 2,530,663	\$ 2,362	\$ 20,100	\$ 2,512,925	N



**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
130	Jan-35	\$ 2,512,925	\$ 2,345	\$ 20,100	\$ 2,495,171	N
131	Feb-35	\$ 2,495,171	\$ 2,329	\$ 20,100	\$ 2,477,399	N
132	Mar-35	\$ 2,477,399	\$ 2,312	\$ 20,100	\$ 2,459,612	N
133	Apr-35	\$ 2,459,612	\$ 2,296	\$ 20,100	\$ 2,441,807	N
134	May-35	\$ 2,441,807	\$ 2,279	\$ 20,100	\$ 2,423,986	N
135	Jun-35	\$ 2,423,986	\$ 2,262	\$ 20,100	\$ 2,406,149	N
136	Jul-35	\$ 2,406,149	\$ 2,246	\$ 20,100	\$ 2,388,294	N
137	Aug-35	\$ 2,388,294	\$ 2,229	\$ 20,100	\$ 2,370,424	N
138	Sep-35	\$ 2,370,424	\$ 2,212	\$ 20,100	\$ 2,352,536	N
139	Oct-35	\$ 2,352,536	\$ 2,196	\$ 20,100	\$ 2,334,632	N
140	Nov-35	\$ 2,334,632	\$ 2,179	\$ 20,100	\$ 2,316,711	N
141	Dec-35	\$ 2,316,711	\$ 2,162	\$ 20,100	\$ 2,298,773	N
142	Jan-36	\$ 2,298,773	\$ 2,146	\$ 20,100	\$ 2,280,818	N
143	Feb-36	\$ 2,280,818	\$ 2,129	\$ 20,100	\$ 2,262,847	N
144	Mar-36	\$ 2,262,847	\$ 2,112	\$ 20,100	\$ 2,244,859	N
145	Apr-36	\$ 2,244,859	\$ 2,095	\$ 20,100	\$ 2,226,854	N
146	May-36	\$ 2,226,854	\$ 2,078	\$ 20,100	\$ 2,208,833	N
147	Jun-36	\$ 2,208,833	\$ 2,062	\$ 20,100	\$ 2,190,794	N
148	Jul-36	\$ 2,190,794	\$ 2,045	\$ 20,100	\$ 2,172,739	N
149	Aug-36	\$ 2,172,739	\$ 2,028	\$ 20,100	\$ 2,154,667	N
150	Sep-36	\$ 2,154,667	\$ 2,011	\$ 20,100	\$ 2,136,578	N
151	Oct-36	\$ 2,136,578	\$ 1,994	\$ 20,100	\$ 2,118,472	N
152	Nov-36	\$ 2,118,472	\$ 1,977	\$ 20,100	\$ 2,100,349	N
153	Dec-36	\$ 2,100,349	\$ 1,960	\$ 20,100	\$ 2,082,210	N
154	Jan-37	\$ 2,082,210	\$ 1,943	\$ 20,100	\$ 2,064,053	N
155	Feb-37	\$ 2,064,053	\$ 1,926	\$ 20,100	\$ 2,045,880	N
156	Mar-37	\$ 2,045,880	\$ 1,909	\$ 20,100	\$ 2,027,689	N
157	Apr-37	\$ 2,027,689	\$ 1,893	\$ 20,100	\$ 2,009,482	N
158	May-37	\$ 2,009,482	\$ 1,876	\$ 20,100	\$ 1,991,257	N
159	Jun-37	\$ 1,991,257	\$ 1,859	\$ 20,100	\$ 1,973,016	N
160	Jul-37	\$ 1,973,016	\$ 1,841	\$ 20,100	\$ 1,954,757	N
161	Aug-37	\$ 1,954,757	\$ 1,824	\$ 20,100	\$ 1,936,482	N
162	Sep-37	\$ 1,936,482	\$ 1,807	\$ 20,100	\$ 1,918,189	N
163	Oct-37	\$ 1,918,189	\$ 1,790	\$ 20,100	\$ 1,899,879	N
164	Nov-37	\$ 1,899,879	\$ 1,773	\$ 20,100	\$ 1,881,552	N
165	Dec-37	\$ 1,881,552	\$ 1,756	\$ 20,100	\$ 1,863,209	N
166	Jan-38	\$ 1,863,209	\$ 1,739	\$ 20,100	\$ 1,844,848	N
167	Feb-38	\$ 1,844,848	\$ 1,722	\$ 20,100	\$ 1,826,469	N
168	Mar-38	\$ 1,826,469	\$ 1,705	\$ 20,100	\$ 1,808,074	N
169	Apr-38	\$ 1,808,074	\$ 1,688	\$ 20,100	\$ 1,789,662	N
170	May-38	\$ 1,789,662	\$ 1,670	\$ 20,100	\$ 1,771,232	N
171	Jun-38	\$ 1,771,232	\$ 1,653	\$ 20,100	\$ 1,752,785	N
172	Jul-38	\$ 1,752,785	\$ 1,636	\$ 20,100	\$ 1,734,321	N

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
173	Aug-38	\$ 1,734,321	\$ 1,619	\$ 20,100	\$ 1,715,840	N
174	Sep-38	\$ 1,715,840	\$ 1,601	\$ 20,100	\$ 1,697,341	N
175	Oct-38	\$ 1,697,341	\$ 1,584	\$ 20,100	\$ 1,678,825	N
176	Nov-38	\$ 1,678,825	\$ 1,567	\$ 20,100	\$ 1,660,292	N
177	Dec-38	\$ 1,660,292	\$ 1,550	\$ 20,100	\$ 1,641,742	N
178	Jan-39	\$ 1,641,742	\$ 1,532	\$ 20,100	\$ 1,623,174	N
179	Feb-39	\$ 1,623,174	\$ 1,515	\$ 20,100	\$ 1,604,589	N
180	Mar-39	\$ 1,604,589	\$ 1,498	\$ 20,100	\$ 1,585,987	N
181	Apr-39	\$ 1,585,987	\$ 1,480	\$ 20,100	\$ 1,567,367	N
182	May-39	\$ 1,567,367	\$ 1,463	\$ 20,100	\$ 1,548,730	N
183	Jun-39	\$ 1,548,730	\$ 1,445	\$ 20,100	\$ 1,530,075	N
184	Jul-39	\$ 1,530,075	\$ 1,428	\$ 20,100	\$ 1,511,403	N
185	Aug-39	\$ 1,511,403	\$ 1,411	\$ 20,100	\$ 1,492,714	N
186	Sep-39	\$ 1,492,714	\$ 1,393	\$ 20,100	\$ 1,474,007	N
187	Oct-39	\$ 1,474,007	\$ 1,376	\$ 20,100	\$ 1,455,283	N
188	Nov-39	\$ 1,455,283	\$ 1,358	\$ 20,100	\$ 1,436,541	N
189	Dec-39	\$ 1,436,541	\$ 1,341	\$ 20,100	\$ 1,417,782	N
190	Jan-40	\$ 1,417,782	\$ 1,323	\$ 20,100	\$ 1,399,005	N
191	Feb-40	\$ 1,399,005	\$ 1,306	\$ 20,100	\$ 1,380,211	N
192	Mar-40	\$ 1,380,211	\$ 1,288	\$ 20,100	\$ 1,361,399	N
193	Apr-40	\$ 1,361,399	\$ 1,271	\$ 20,100	\$ 1,342,570	N
194	May-40	\$ 1,342,570	\$ 1,253	\$ 20,100	\$ 1,323,723	N
195	Jun-40	\$ 1,323,723	\$ 1,235	\$ 20,100	\$ 1,304,858	N
196	Jul-40	\$ 1,304,858	\$ 1,218	\$ 20,100	\$ 1,285,976	N
197	Aug-40	\$ 1,285,976	\$ 1,200	\$ 20,100	\$ 1,267,077	N
198	Sep-40	\$ 1,267,077	\$ 1,183	\$ 20,100	\$ 1,248,159	N
199	Oct-40	\$ 1,248,159	\$ 1,165	\$ 20,100	\$ 1,229,224	N
200	Nov-40	\$ 1,229,224	\$ 1,147	\$ 20,100	\$ 1,210,271	N
201	Dec-40	\$ 1,210,271	\$ 1,130	\$ 20,100	\$ 1,191,301	N
202	Jan-41	\$ 1,191,301	\$ 1,112	\$ 20,100	\$ 1,172,313	N
203	Feb-41	\$ 1,172,313	\$ 1,094	\$ 20,100	\$ 1,153,307	N
204	Mar-41	\$ 1,153,307	\$ 1,076	\$ 20,100	\$ 1,134,283	N
205	Apr-41	\$ 1,134,283	\$ 1,059	\$ 20,100	\$ 1,115,242	N
206	May-41	\$ 1,115,242	\$ 1,041	\$ 20,100	\$ 1,096,183	N
207	Jun-41	\$ 1,096,183	\$ 1,023	\$ 20,100	\$ 1,077,106	N
208	Jul-41	\$ 1,077,106	\$ 1,005	\$ 20,100	\$ 1,058,011	N
209	Aug-41	\$ 1,058,011	\$ 987	\$ 20,100	\$ 1,038,899	N
210	Sep-41	\$ 1,038,899	\$ 970	\$ 20,100	\$ 1,019,769	N
211	Oct-41	\$ 1,019,769	\$ 952	\$ 20,100	\$ 1,000,620	N
212	Nov-41	\$ 1,000,620	\$ 934	\$ 20,100	\$ 981,454	N
213	Dec-41	\$ 981,454	\$ 916	\$ 20,100	\$ 962,270	N
214	Jan-42	\$ 962,270	\$ 898	\$ 20,100	\$ 943,068	N
215	Feb-42	\$ 943,068	\$ 880	\$ 20,100	\$ 923,849	N

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
216	Mar-42	\$ 923,849	\$ 862	\$ 20,100	\$ 904,611	N
217	Apr-42	\$ 904,611	\$ 844	\$ 20,100	\$ 885,355	N
218	May-42	\$ 885,355	\$ 826	\$ 20,100	\$ 866,081	N
219	Jun-42	\$ 866,081	\$ 808	\$ 20,100	\$ 846,790	N
220	Jul-42	\$ 846,790	\$ 790	\$ 20,100	\$ 827,480	N
221	Aug-42	\$ 827,480	\$ 772	\$ 20,100	\$ 808,152	N
222	Sep-42	\$ 808,152	\$ 754	\$ 20,100	\$ 788,807	N
223	Oct-42	\$ 788,807	\$ 736	\$ 20,100	\$ 769,443	N
224	Nov-42	\$ 769,443	\$ 718	\$ 20,100	\$ 750,061	N
225	Dec-42	\$ 750,061	\$ 700	\$ 20,100	\$ 730,661	N
226	Jan-43	\$ 730,661	\$ 682	\$ 20,100	\$ 711,243	N
227	Feb-43	\$ 711,243	\$ 664	\$ 20,100	\$ 691,807	N
228	Mar-43	\$ 691,807	\$ 646	\$ 20,100	\$ 672,353	N
229	Apr-43	\$ 672,353	\$ 628	\$ 20,100	\$ 652,880	N
230	May-43	\$ 652,880	\$ 609	\$ 20,100	\$ 633,389	N
231	Jun-43	\$ 633,389	\$ 591	\$ 20,100	\$ 613,881	N
232	Jul-43	\$ 613,881	\$ 573	\$ 20,100	\$ 594,354	N
233	Aug-43	\$ 594,354	\$ 555	\$ 20,100	\$ 574,808	N
234	Sep-43	\$ 574,808	\$ 536	\$ 20,100	\$ 555,245	N
235	Oct-43	\$ 555,245	\$ 518	\$ 20,100	\$ 535,663	N
236	Nov-43	\$ 535,663	\$ 500	\$ 20,100	\$ 516,063	N
237	Dec-43	\$ 516,063	\$ 482	\$ 20,100	\$ 496,445	N
238	Jan-44	\$ 496,445	\$ 463	\$ 20,100	\$ 476,808	N
239	Feb-44	\$ 476,808	\$ 445	\$ 20,100	\$ 457,153	N
240	Mar-44	\$ 457,153	\$ 427	\$ 20,100	\$ 437,480	N
241	Apr-44	\$ 437,480	\$ 408	\$ 20,100	\$ 417,788	N
242	May-44	\$ 417,788	\$ 390	\$ 20,100	\$ 398,078	N
243	Jun-44	\$ 398,078	\$ 372	\$ 20,100	\$ 378,349	N
244	Jun-44	\$ 378,349	\$ 353	\$ 20,100	\$ 358,603	N
245	Jul-44	\$ 358,603	\$ 335	\$ 20,100	\$ 338,837	N
246	Aug-44	\$ 338,837	\$ 316	\$ 20,100	\$ 319,054	N
247	Oct-44	\$ 319,054	\$ 298	\$ 20,100	\$ 299,251	N
248	Nov-44	\$ 299,251	\$ 279	\$ 20,100	\$ 279,431	N
249	Dec-44	\$ 279,431	\$ 261	\$ 20,100	\$ 259,591	N
250	Jan-45	\$ 259,591	\$ 242	\$ 20,100	\$ 239,734	N
251	Feb-45	\$ 239,734	\$ 224	\$ 20,100	\$ 219,857	N
252	Mar-45	\$ 219,857	\$ 205	\$ 20,100	\$ 199,963	N
253	Apr-45	\$ 199,963	\$ 187	\$ 20,100	\$ 180,049	N
254	May-45	\$ 180,049	\$ 168	\$ 20,100	\$ 160,117	N
255	Jun-45	\$ 160,117	\$ 149	\$ 20,100	\$ 140,167	N
256	Jul-45	\$ 140,167	\$ 131	\$ 20,100	\$ 120,198	N
257	Aug-45	\$ 120,198	\$ 112	\$ 20,100	\$ 100,210	N
258	Sep-45	\$ 100,210	\$ 94	\$ 20,100	\$ 80,203	N

**Debt Payment Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
259	Oct-45	\$ 80,203	\$ 75	\$ 20,100	\$ 60,178	N
260	Nov-45	\$ 60,178	\$ 56	\$ 20,100	\$ 40,134	N
261	Dec-45	\$ 40,134	\$ 37	\$ 20,100	\$ 20,072	N
262	Jan-46	\$ 20,072	\$ 19	\$ 20,091	-	Y

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1

When recorded, mail to:  
Department of Public Health  
of the City and County of San Francisco  
101 Grove Street, Room# 308  
San Francisco, California 94102  
Attn: Director  
Block/Lot: 6597 / 027  
Address: 673 San Jose, Ave.

-----Space Above This Line for Recorder's Use-----

**DEED OF TRUST, ASSIGNMENT OF RENTS,**  
**SECURITY AGREEMENT AND FIXTURE FILING**  
(673 San Jose, Ave.)

**THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust")** is made as of \_\_\_\_\_, \_\_\_\_\_, 2024, by **BAKER PLACES, INC.**, a California nonprofit public benefit corporation ("**Trustor**"), whose address is 170 9th Street, San Francisco, CA 94103, San Francisco, California, to **OLD REPUBLIC TITLE HOLDING COMPANY**, a California corporation ("**Trustee**"), whose address is 275 Battery Street, Suite 1500 , San Francisco, California, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, ("**Beneficiary**"). This Deed of Trust is executed pursuant to that certain Repayment Agreement by and between Trustor and Beneficiary, dated as of \_\_\_\_\_, as it may be amended from time to time (the "**Agreement**"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. Grant in Trust. For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "**Property**"):

(a) those certain real properties situated in the City and County of San Francisco, State of California, as more particularly described in the legal descriptions attached hereto as **Exhibit A** and incorporated herein by this reference (the "**Land**"), and the improvements located on the Land (the "**Project**"); and

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "**Improvements**"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("**Leases**") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all Debt; and

(g) subject to the terms of Section 6 below, all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit card receipts or other instruments for the payment of money) paid or payable in connection

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

with the Property ("**Rents**"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "**Secured Obligations**"):

(a) Trustor's timely performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with those certain restrictions on the use of the Property recited in (i) that certain Declaration of Restrictions executed by Trustor and dated as of the date of and being recorded in the real estate records of San Francisco County concurrently with this Deed of Trust as an encumbrance against the Property (the "**Declaration**"), as described in the legal description attached hereto as **Exhibit A**, and (ii) that certain Declaration of Restrictions executed by Trustor and dated as of the date of and being recorded in the real estate records of San Francisco County concurrently with this Deed of Trust as an encumbrance against the Property, as described in legal description attached hereto as **Exhibit A**, as both may be amended from time to time, and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement in the original principal amount of Seven Million, Six Hundred Sixty-Nine Thousand, Eight Hundred Fourteen Dollars (\$7,669,814), with interest, according to the terms of the Agreement.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("**License**") to collect and retain the Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact, which right is coupled with an interest, to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for (A) any waste committed by lessees or any other parties, (B) any dangerous or defective condition of the Property, or (C) any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).



**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements.

**"Environmental Laws"** means all present and future federal, state, local and administrative laws, ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to health and safety, industrial hygiene or the environment or to any Hazardous Substance or Environmental Activity, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as the **"Superfund"** law) (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. §§ 6901 *et seq.*); the National Environmental Policy Act of 1969 ("**NEPA**") (24 CFR §§ 92 and 24 CFR §§ 58); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the **"California Superfund"** law) (Cal. Health & Safety Code §§ 25300 *et seq.*); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as **"Proposition 65"**) (Cal. Health & Safety Code §§ 25249.2 *et seq.*); and Sections 25117 and 25140 of the California Health & Safety Code;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

(d) 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 reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without: obligation to do so or releasing Trustor from any obligation hereof, but upon notice to Trustor, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "**Debtor**"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "**Secured Party**"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "**Collateral**" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that, as of the date hereof, Debtor has no actual knowledge of a financing statement having been filed in any public office with respect to the Collateral. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 94-3078431. Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

presentation of this Deed of Trust and the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust; and (iii) payment of its fees, if any, Trustee shall reconvey to the party or parties entitled thereto the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement, that certain Secured Promissory Note, executed by Trustor concurrent herewith to further evidence the DPH Debt owed by Trustor under the Agreement (the "Note"), or the Declaration will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust 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.

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("**Event of Default**"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may exercise the rights and remedies set forth in the Declaration.

(d) Subject to the provisions of the Agreement governing events of default, remedies, and acceleration of the Debt (including any notice and cure periods provided for therein), 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 the Property ("**Notice of Default**"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("**Notice of Sale**") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order 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 the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

iii. 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: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

*[Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page]*

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the date and year first above written.

**"TRUSTOR:"**

BAKER PLACES, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Teng Chuan  
Chief Executive Officer

By: \_\_\_\_\_  
Brian Schneider  
President

**ALL SIGNATURES MUST BE NOTARIZED**



**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**  
**EXHIBIT A**

Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Street Address:

673 San Jose Ave., San Francisco CA

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1

When recorded, mail to:  
Department of Public Health  
of the City and County of San Francisco  
101 Grove Street, Room# 308  
San Francisco, California 94102  
Attn: Director  
Block/Lot: 1740 / 048  
Address: 921-923 Lincoln Way

-----Space Above This Line for Recorder's Use-----

**DEED OF TRUST, ASSIGNMENT OF RENTS,**  
**SECURITY AGREEMENT AND FIXTURE FILING**  
(921-923 Lincoln Way)

**THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust")** is made as of \_\_\_\_\_, 2024, by **BAKER PLACES, INC.**, a California nonprofit public benefit corporation ("**Trustor**"), whose address is 170 9th Street, San Francisco, CA 94103, San Francisco, California, to **OLD REPUBLIC TITLE HOLDING COMPANY**, a California corporation ("**Trustee**"), whose address is 275 Battery Street, Suite 1500 , San Francisco, California, for the benefit of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, ("**Beneficiary**"). This Deed of Trust is executed pursuant to that certain Repayment Agreement by and between Trustor and Beneficiary, dated as of \_\_\_\_\_, as it may be amended from time to time (the "**Agreement**"), the provisions of which are incorporated herein by reference. Definitions and rules of interpretation set forth in the Agreement apply to this Deed of Trust.

1. **Grant in Trust.** For valuable consideration, Trustor hereby grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest Trustor now has or may have in the future in the following (all or any part of the following, or any interest in all or any part of it, as the context requires, the "**Property**"):

(a) those certain real properties situated in the City and County of San Francisco, State of California, as more particularly described in the legal descriptions attached hereto as **Exhibit A** and incorporated herein by this reference (the "**Land**"), and the improvements located on the Land (the "**Project**"); and

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "**Improvements**"); and

(c) all existing and future leases, subleases, tenancies, subtenancies, licenses, occupancy agreements and concessions, and any guarantees thereof ("**Leases**") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the Leases; and

(d) except for personal property and removable fixtures installed by tenants or subtenants, all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which will be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; and

(e) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(f) all Debt; and

(g) subject to the terms of Section 6 below, all proceeds, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements; and

(h) all books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, the qualifications of any tenants and any certificates, vouchers and other documents in any way related thereto and records relating to the application and allocation of any federal, state or local tax credits or benefits; and

(i) all rents, revenues, issues, royalties, proceeds, profits, income, reimbursements, royalties, receipts and similar items, including prepaid rent and security deposits, in whatever form (including, but not limited to, cash, checks, money orders, credit

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

card receipts or other instruments for the payment of money) paid or payable in connection with the Property ("**Rents**"), from the Land and the Improvements, subject to: (i) Trustor's right to collect and retain the same as they become due and payable; and (ii) Beneficiary's rights under **Section 3 below**; and

(j) all intangible personal property and rights relating to the Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, deposits for utility services, installations, refunds due Trustor, trade names, trademarks, and service marks; and

(k) all proceeds of, interest accrued on, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "**Secured Obligations**"):

(a) Trustor's timely performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with those certain restrictions on the use of the Property recited in (i) that certain Declaration of Restrictions executed by Trustor and dated as of the date of and being recorded in the real estate records of San Francisco County concurrently with this Deed of Trust as an encumbrance against the Property (the "**Declaration**"), as described in the legal description attached hereto as **Exhibit A**, and (ii) that certain Declaration of Restrictions executed by Trustor and dated as of the date of and being recorded in the real estate records of San Francisco County concurrently with this Deed of Trust as an encumbrance against the Property, as described in legal description attached hereto as **Exhibit A**, as both may be amended from time to time, and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement;

(b) payment of the indebtedness evidenced by the Agreement in the original principal amount of Seven Million, Six Hundred Sixty-Nine Thousand, Eight Hundred Fourteen Dollars (\$7,669,814), with interest, according to the terms of the Agreement.

3. Assignment of Rents.

(a) Assignment as Additional Security. Trustor hereby irrevocably grants, transfers, and assigns to Beneficiary all of its right, title, and interest in and to the Rents as additional security for the Secured Obligations. Subject to the provisions of subsection 3(d) below, Beneficiary hereby confers upon Trustor a license ("**License**") to collect and retain the

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

Rents as they become due and payable, so long as no Event of Default exists and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

(b) Collection and Application of Rents. Subject to the License granted to Trustor under subsection 3(a) above, Beneficiary has the right, power, and authority to collect any and all Rents. Subject to the License granted to Trustor under subsection 3(a) above, Trustor hereby appoints Beneficiary its attorney-in-fact, which right is coupled with an interest, to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

1. Demand, receive, and enforce payment of any and all Rents; or
2. Give receipts, releases, and satisfactions for any and all Rents; or
3. Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder.

(c) Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Real Property and Improvements, Beneficiary is not and shall not be deemed to be:

1. A "mortgagee in possession" for any purpose; or
2. Responsible for performing any of the obligations of the lessor under any lease; or
3. Responsible for (A) any waste committed by lessees or any other parties, (B) any dangerous or defective condition of the Property, or (C) any negligence in the management, upkeep, repair, or control of the Property; or
4. Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(d) Election by Beneficiary. Upon the occurrence and during the continuance of an Event of Default, Beneficiary, at its option, may exercise its rights under this Section or otherwise provided under applicable law (including, but not limited to, under Section 2938 of the California Civil Code).

4. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

(a) to perform the Secured Obligations in accordance with their respective terms;

(b) to keep the Land and the Improvements in good condition and repair, normal wear and tear and acts of God excepted; not to remove or demolish any Improvements without Beneficiary's prior written consent; to complete or restore promptly and in good and workmanlike manner any Improvement constructed, damaged or destroyed on the Land; to pay when due all claims for labor performed and materials furnished therefor, subject to Trustor's right to contest any claim in good faith; to comply with all laws affecting the Project, subject to Trustor's right to contest any claim in good faith; not to commit or permit waste with respect to the Land or the Improvements; not to commit, suffer or permit any act upon the Land or the Improvements in violation of law, including Environmental Laws; and to do all other acts made reasonably necessary by the character or use of the Land and the Improvements.

**"Environmental Laws"** means all present and future federal, state, local and administrative laws, ordinances, statutes, rules and regulations, orders, judgments, decrees, agreements, authorizations, consents, licenses, permits and other governmental restrictions and requirements relating to health and safety, industrial hygiene or the environment or to any Hazardous Substance or Environmental Activity, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (commonly known as the **"Superfund"** law) (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (42 U.S.C. §§ 6901 *et seq.*); the National Environmental Policy Act of 1969 ("**NEPA**") (24 CFR §§ 92 and 24 CFR §§ 58); the California Hazardous Substance Account Act (also known as the Carpenter-Presley-Tanner Hazardous Substance Account Law and commonly known as the **"California Superfund"** law) (Cal. Health & Safety Code §§ 25300 *et seq.*); and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as **"Proposition 65"**) (Cal. Health & Safety Code §§ 25249.2 *et seq.*); and Sections 25117 and 25140 of the California Health & Safety Code;

(c) to provide, maintain and deliver to Beneficiary property and liability insurance as required under the Agreement and apply any insurance proceeds as provided below;

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(d) 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 reasonable attorneys' fees and costs incurred in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed of Trust following an Event of Default;

(e) to pay in accordance with the Agreement, but in each case prior to delinquency: (i) all taxes and assessments affecting the Property, including assessments on appurtenant water stock; and (ii) all encumbrances, charges and liens, with interest, on the Property or any part thereof that appear to be prior or superior hereto;

(f) should Trustor fail to make any payment or to do any act as herein provided, then, without obligation to do so or releasing Trustor from any obligation hereof, but upon notice to Trustor, Beneficiary or Trustee may: (A) make or do the same in any manner and to the extent as it deems necessary to protect the security hereof; (B) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (C) pay, purchase, contest or compromise any encumbrance, charge or lien that in its judgment appears to be prior or superior hereto; and (D) in exercising these powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees and costs, and Trustor consents to Beneficiary's and/or Trustee's entry upon the Land and Improvements for any purpose set forth in this Subsection, including Beneficiary's exercise of its rights under California Code of Civil Procedure Section 564(c); and

(g) to reimburse within five (5) days of demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest at an annual rate of interest equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate from date of expenditure to the date of payment.

5. Security Agreement and Fixture Filing.

(a) Grant of Security Interest. Without limiting any of the other provisions of this Deed of Trust, to secure the payment, performance and observance of the Secured Obligations, Trustor, as debtor (referred to in this Section 5 as "**Debtor**"), expressly grants to Beneficiary, as secured party (referred to in this Section 5 as "**Secured Party**"), a continuing security interest in all the Property (including now and hereafter existing) to the full extent that any portion of the Property may be subject to the Uniform Commercial Code. For purposes of this Section 5, "**Collateral**" means the personal property (tangible or intangible) and fixtures included in the Property.

(b) Debtor's Covenants, Representations, and Warranties.

(i) Debtor covenants and agrees with Secured Party that:

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(1) In addition to any other remedies granted in this Deed of Trust to Secured Party or Trustee (including specifically, but not limited to, the right to proceed against the Property in accordance with the rights and remedies in respect of the Property that is real property under the Uniform Commercial Code), Secured Party may, if an Event of Defaults occurs and is continuing, proceed under the Uniform Commercial Code as to all or any part of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code.

(2) Without limiting the foregoing, Secured Party shall have the right upon any public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees to allow Secured Party to use or occupy the Property, without charge, for the purpose of effecting any of Secured Party's remedies in respect of the Collateral.

(3) To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention, or sale of the Collateral, except for claims, damages, and demands due to the active gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Trustor agrees that Secured Party need not give more than five (5) days' notice of the time and place of any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters. Secured Party may disclaim any warranties that might arise in connection with the sale, lease, license, or other disposition of the Collateral and have no obligation to provide any warranties at such time. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(4) To the extent permitted by law, Debtor hereby specifically waives all rights of redemption, stay, or appraisal which it has or may have under any law now existing or hereafter enacted.

(ii) Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral as Secured Party may reasonably require.

(iii) Debtor hereby represents and warrants that, as of the date hereof, Debtor has no actual knowledge of a financing statement having been filed in any public office with respect to the Collateral. Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and will execute and deliver to Secured Party financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts that Secured Party may at any time or from time to time reasonably require to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject only to liens or encumbrances approved by or benefiting Secured Party. Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, as and where reasonably required by Secured Party.



**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(iv) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Property.

(c) Fixture Filing. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code). This Deed of Trust, upon being filed for record in the real estate records of San Francisco County, shall operate also as a financing statement and fixture filing upon such of the Collateral that is or may become fixtures under the Uniform Commercial Code. Debtor's name and type and jurisdiction of entity are set forth in the introductory paragraph hereof. Debtor's address is set forth above. Debtor's EIN Number is 94-3078431. Secured Party's name and mailing address are set above.

6. Insurance and Condemnation Proceeds.

(a) Trustor hereby assigns to Beneficiary any award of damages arising from the condemnation of all or any part of the Property for public use and any insurance proceeds arising from injury to all or any part of the Property or the Project.

(b) Any condemnation award or insurance proceeds must be paid to Beneficiary or, if Beneficiary has consented to subordinate the lien of this Deed of Trust to the lien of another lender for the Project, according to the provisions in the senior lender's loan documents.

(c) If a condemnation award or insurance proceeds are paid to Beneficiary, Beneficiary will release or authorize the release of funds to Trustor, provided that the funds will be used for the reconstruction of the Project in accordance with: (i) projections demonstrating that reconstruction is economically feasible; and (ii) Trustor's construction budget, each of which must be satisfactory to Beneficiary in its reasonable discretion. In all other cases, Beneficiary may choose in its discretion to apply funds to Trustor's obligations under the Agreement or to any senior obligations, in accordance with the respective priorities of the approved lienholders as their interests may appear of record, with the remaining funds, if any, released to Trustor.

(d) Trustor agrees that Beneficiary's application or release of funds pursuant to this Section will not cure or waive any default or Notice of Default (as defined below) or invalidate any act by Beneficiary performed following a default pursuant to any City document unless the default has been cured by the application or release of funds.

7. Further Agreements. Trustor further acknowledges and agrees as follows:

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(a) Beneficiary does not waive its right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare Trustor in default for failure to pay timely by accepting payment of any sum secured hereby after its due date.

(b) Trustee may reconvey any part of the Property 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 the Note for endorsement without affecting the liability of any entity or person for payment of the indebtedness secured hereby.

(c) Upon: (i) written request of Beneficiary stating that all obligations secured hereby have been paid or performed; (ii) Beneficiary's surrender of this Deed of Trust; and (iii) payment of its fees, if any, Trustee shall reconvey to the party or parties entitled thereto the Property then held hereunder without covenant or warranty.

(d) Any voluntary or involuntary conveyance, sale, encumbrance, pledge or other transfer of all or any interest in the Property or in Trustor, including a security interest, in violation of the Agreement, that certain Secured Promissory Note, executed by Trustor concurrent herewith to further evidence the DPH Debt owed by Trustor under the Agreement (the "**Note**"), or the Declaration will constitute an Event of Default (as defined below) giving Beneficiary the right to exercise its remedies at law or in equity.

(e) For the purposes of this Deed of Trust, Beneficiary from time to time may substitute a successor or successors to Trustee named herein or acting hereunder by instrument in writing executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of San Francisco County, which instrument shall be conclusive proof of proper substitution of a successor trustee or trustees. Without conveyance from Trustee, any successor or substitute trustee will succeed to all title, estate, rights, powers, and duties of Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information for this Deed of Trust and the name and address of the new Trustee.

(f) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, provided that this subsection does not constitute Beneficiary's consent to any transfer in violation of this Deed of Trust. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(g) Trustee accepts this Trust when this duly executed and acknowledged Deed of Trust 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.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

8. Beneficiary's Rights Following Default. Upon any default by Trustor in performance of the Secured Obligations following expiration of any applicable notice and cure periods ("**Event of Default**"):

(a) Trustor's license to collect and retain Rents will terminate automatically.

(b) Trustor consents to Beneficiary's entry upon and taking possession of the Property or any part thereof, at any time after the occurrence of an Event of Default without notice, either in person, by agent or by a receiver to be appointed by a court without regard to the adequacy of any security for the indebtedness hereby secured to sue for or otherwise collect and apply Rents, less costs and expenses of operation and collection, including those of the Property, in its own name or in the name of Trustor. Beneficiary's collection and application of Rents shall not cure or waive any Event of Default or Notice of Default or invalidate any act done pursuant to any notice.

(c) Beneficiary may exercise the rights and remedies set forth in the Declaration.

(d) Subject to the provisions of the Agreement governing events of default, remedies, and acceleration of the Debt (including any notice and cure periods provided for therein), 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 the Property ("**Notice of Default**"), and:

i. Trustee shall cause the Notice of Default to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

ii. After the lapse of time then required by law following the recordation of a Notice of Default, and notice of sale ("**Notice of Sale**") having been given as then required by law, Trustee without demand on Trustor may sell the Property at the time and place fixed in the Notice of Sale either as a whole or in separate parcels in any order 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 the Property by public announcement at the time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to any purchaser a trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale.

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

iii. 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: (A) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the highest rate allowed by law in effect at the date hereof; (B) all other sums then secured hereby; and (C) the remainder, if any, to the person or persons legally entitled thereto.

9. Notice of Default to Trustor. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address set forth above or any succeeding address given by notice in accordance with the Agreement.

***[Remainder of Page Intentionally Left Blank; Signatures Appear On Following Page]***

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the date and year first above written.

**"TRUSTOR:"**

BAKER PLACES, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Teng Chuan  
Chief Executive Officer

By: \_\_\_\_\_  
Brian Schneider  
President

**ALL SIGNATURES MUST BE NOTARIZED**

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**EXHIBIT A**

Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Street Address:

921-923 Lincoln Way, San Francisco CA

**Appendix C  
Performance Deed of Trust and Declaration of Restrictions  
(Sample)**

**Free Recording Requested Pursuant to**  
Government Code Sections 27383 and 27388.1

Recording requested by and  
when recorded mail to:  
Department of Public Health of the  
City and County of San Francisco  
101 Grove Street, Room# 308  
San Francisco, California 94102  
Attn: Director  
Block/Lot: 6597/ 027  
Address: 673 San Jose Ave.

-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND  
(673 San Jose Ave.)**

**THIS DECLARATION OF RESTRICTIONS** (this "**Declaration**") is made as of \_\_\_\_\_, 2024, by BAKER PLACES, INC., a California nonprofit public benefit corporation ("**Owner**"), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, acting by and through its Department of Public Health (the "**City**").

**RECITALS**

A. The City and Owner are parties to that certain Repayment Agreement, dated as of even date herewith, as it may be amended from time to time (the "**Agreement**"), pursuant to which Owner has agreed to repay City that certain DPH Debt in connection with Owner’s ownership of that certain real property and the improvements thereon, located at 673 San Jose Ave., in the City and County of San Francisco, CA, as more particularly described in the legal description attached hereto as **Exhibit A**, and incorporated herein by reference (the "**Property**"), which is currently used as behavioral health treatment and ancillary services designed to provide a therapeutic environment of care within a residential setting in accordance with the one or more Contracts (as defined in the Agreement) that have been entered into in connection with the Property, as such applicable Contracts may be amended from time to time (the "**Permitted Use**") and shall be maintained as such for the Compliance Period, as defined below (the "**Project**"). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Owner has agreed to enter into this Declaration in order to comply with certain use and occupancy restrictions as described herein (collectively, the "**Regulatory Obligations**"), commencing on the date this Declaration is recorded in the Official Records of San Francisco County (the "**Official**

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**Records**”), and continuing until the earlier of the following to occur: (a) January 31, 2046, and (b) the date that Owner has fully repaid the Debt (the "**Compliance Period**").

C. This Declaration shall be secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to be executed by Owner as Trustor, and dated and recorded in the Official Records substantially concurrent herewith as a lien against Owner’s fee interest in the Property (the “**Deed of Trust**”); and the Property shall be owned, held, used, maintained, and transferred pursuant to the covenants, conditions, restrictions, and limitations, as further described herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Declaration by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees as follows:

1. Owner will comply with this Declaration through the expiration of the Compliance Period. Specifically, Owner agrees as follows, subject to additional terms as set forth in the Agreement:

2. **Use of Property.** Owner, for itself, and for its successors and assigns, hereby declares and covenants that the use of the Property shall be restricted to the Permitted Use for the Compliance Period so long as the Owner and or Parent (as defined in the Agreement) remain under the Contracts (as defined in the Agreement) that are applicable to this Property. Any change to a use other than the Permitted Use during the Compliance Period shall require the express prior written consent of the City (but shall not require an amendment to this Declaration). For avoidance of doubt, if at any time there are no active Contracts between Owner and the City applicable to this Property, then this Section 2 shall have no force or effect, but the remainder of this Declaration shall remain in full force and effect.

3. **Use, Maintenance, Repair, and Improvement of the Property.** Owner agrees as follows:

(a) Subject to the provisions of Section 2 above, to use the Property, for the Permitted Use during the Compliance Period;

(b) To maintain the Property in conformity with all applicable State and local building and fire codes, and in decent, safe, and sanitary condition and repair, and to permit no waste thereof;

(c) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable during the Compliance Period, except to the extent such condition is consistent with the Permitted Use;



**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(d) Not to apply for any permits or construct any buildings or improvements on the Property, including, without limitation, any permits or construction affecting the value of the Property, the structural integrity of the Property, or the contemplated uses of the Property; or add to, remove, demolish or structurally alter any buildings or improvements included as part of the Property, without City's consent;

(e) To comply with each and every term of the Agreement and all applicable State laws and regulations and local codes and ordinances affecting the Property;

(f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects the Property without City's prior written consent;

(g) Subject to the provisions of Section 2 above, not to materially alter the use of all or any part of the Property without City's prior written consent;

(h) Subject to the provisions of Section 2 above, to maintain all licenses, certifications, or designations required to continue operating for the Permitted Use;

(i) To submit to City such periodic reports, updates, and information deemed necessary by City in its reasonable discretion to monitor compliance and with the Agreement; and

(j) Pay all applicable taxes, assessments, and other charges, liens, fines and impositions attributable to or encumbering the Property, by making payment, prior to delinquency, directly to the payee thereof. Owner shall, upon request by City or its agent, promptly furnish to City or its agent all notices of amounts due under this subsection and receipts evidencing such payments; provided, that Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently, without prejudice to City; provided further that Owner has established on Owner's books adequate reserves with respect to such contested assessment, tax, charge, lien, or claim.

**3 Restrictions On Sale, Encumbrance, And Other Acts.**

3.1 Owner shall not voluntarily (which term shall not be interpreted to include a foreclosure of any security for a loan or deed-in lieu) sell, encumber (including recordation of any deed of trust), hypothecate, assign, pledge, convey, or transfer the Property, or any portion thereof, or any of its interests therein, or any equity interest in Owner without obtaining City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by City if (a) Owner is not in default hereunder or under the Agreement and delivers a certificate to City certifying to the same; (b) the Debt will be fully or partially, and partially if and only if all of the net proceeds of the sale of the Property are applied towards the repayment of the Debt as part of the escrow closing in the case of the disposition of the Property, as evidenced by a

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

final closing statement executed by the Owner and the purchaser; (c) if encumbering, hypothecating or pledging the Property in connection with a recordation of a deed of trust to secure a loan, the lender shall agree to subordinate its deed of trust to the lien and encumbrance of the City's deed of trust and this Declaration, respectively, and to provide City with notice of an event of an Owner default and right of City to cure the default under the lender's deed of trust; and (d) such other conditions as the City may reasonably impose to assure compliance by the assignee or purchaser and Property with the requirements of this Declaration and the Agreement. It is expressly stipulated and agreed that, except for any such sale, transfer or disposition agreed to by City in a separate writing, any sale, transfer or other disposition of the Property in violation of this Section 3.1 shall be null, void and shall not relieve the Owner of its obligations under this Declaration. Upon any sale or transfer, which complies with this Declaration, and provided that Owner shall have applied all of the net proceeds from the sale or transfer of the Property towards the repayment of the Debt, the Owner shall be fully released from any liability and obligations arising after said sale or transfer and City shall agree to record a release to terminate and release this Declaration from record. Any transfer of the Property to any entity, whether or not affiliated with the Owner, shall be subject to the provisions of this Section 3.1.

3.2 If City determines, in its reasonable discretion, to grant its prior written consent to Owner encumbering, hypothecating or pledging the Property in connection with a loan for the Property, such consent may impose additional terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or to ensure compliance with this Declaration.

3.3 If a trustee under a loan acquires title to the Property by foreclosure or deed in lieu of foreclosure, no consent of the City shall be required to such transfer under this Declaration; however, the consent of City and delivery of items (a) through (i) above shall be required for any transfer of the Property subsequent to the trustee's acquisition of the Property by foreclosure or deed in lieu of foreclosure.

4 **Owner Representations and Warranties.** Owner represents and warrants to City that, as of the date of Owner's execution of this Declaration: (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration; (3) Owner has the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner; and (5) Owner is duly organized, validly existing under the laws of, and authorized to do business in, the State of California, and is in good standing with the California Secretary of State's Office and the Attorney General Registry of Charitable Trusts and covenants to maintain such standing during the Compliance Period.

5 **City's Review and Inspection.**

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(a) At any time during the term of this Declaration and upon reasonable notice, City may, but is not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by City, Owner shall notify any occupants of upcoming inspections in accordance with state law.

(b) Owner or its designee may, but is not obligated to, request any other information that it deems necessary to confirm compliance with this Declaration. Owner shall provide such requested information within fourteen (14) calendar days of City's written request for the information.

(c) City shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to Owner, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with this Declaration or other applicable laws. In no event or circumstance shall City's or its designee's exercise or non-exercise of its discretion under this subsection constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by City of any right, benefit, or remedies under or with respect to this Declaration.

6 **Default.** If Owner defaults in the performance or observance of any covenant, agreement, restriction or obligation of Owner set forth in this Declaration, and if such default remains uncured for a period of one hundred eighty (180) days after notice therefor shall have been given by City to the Owner, then City shall declare an "**Event of Default**" to have occurred hereunder. An Event of Default under this Declaration shall entitle City to any rights, remedies, or damages available at law or in equity. City's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any other right or remedy. An Event of Default under this Declaration shall also constitute a default under the Agreement and the Deed of Trust.

7 **Remedies.** Upon and during the continuance of any Event of Default by Owner, City will be entitled to the following:

(a) **Specific Performance.** The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Owner would not have an adequate remedy at law. Therefore, City's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

(b) **Injunctive Relief.** In pursuing specific performance of the Declaration, City shall be entitled to petition the court for injunctive relief to enjoin any acts or things which may be in violation of this Declaration or the Agreement. Such

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

injunctive relief may include a court order restraining any development of the Property that is inconsistent with the terms of this Declaration.

(c) Appointment of Receiver. In addition to or in conjunction with any other remedy available at law or in equity, City may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the requirements of the Agreement and this Declaration. The receiver shall have all powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property.

(d) Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, City may, but without any obligation to do so and without notice to or demand on Owner and without releasing Owner from any obligation hereunder, take such actions to cure the event of default in such manner and to such extent as City may deem necessary to protect the security hereof. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law) shall be due and payable to City upon demand plus an administration fee of five percent (5%).

Notwithstanding the foregoing or anything to the contrary contained herein, City shall be entitled to any rights, remedies, or damages available pursuant to the Deed of Trust executed by Owner, as Trustor, therein, on or about of even date herewith, and recorded in the Official Records. The parties acknowledge and agree that the rights and remedies provided in this Section 7 are cumulative and are not exclusive of, and are in addition to and not in substitution for, any other rights or remedies available at law, in equity or otherwise.

8 Covenants Run with the Land. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration until such time as this Declaration is released by the City or otherwise terminated. Notwithstanding section 1460, *et seq.*, of the California Civil Code, the provisions hereof shall run with the land and may be enforced either in law or in equity by any City department. City and Owner hereby declare their express intent that the covenants, reservations and restrictions contained herein shall be deemed both equitable servitudes and covenants running with the land, and shall pass to and be binding upon the Owner's successors in title to the Property; provided, however, that upon the expiration of the Compliance Period said covenants, reservations and restrictions shall expire. Owner expressly acknowledges and agrees that the Declaration is a reasonable restraint on Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether the covenants, reservations and restrictions of

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

this Declaration are set forth in such contract, deed, or other instrument.

9 During the Compliance Period, the City may rely on the Agreement, the Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights. Owner will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

*[Signatures Appear on Following Page]*

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**IN WITNESS WHEREOF**, Owner has executed this Declaration as of the date first above written.

**“OWNER”**

BAKER PLACES, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Chuan Teng  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Brian Schneider  
Title: Board President

***[ALL SIGNATURES MUST BE NOTARIZED]***

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**EXHIBIT A**  
(Legal Description of the Property)

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF  
SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

Street Address: 673 San Jose Ave., San Francisco CA

**Appendix C  
Performance Deed of Trust and Declaration of Restrictions  
(Sample)**

**Free Recording Requested Pursuant to**  
Government Code Sections 27383 and 27388.1

Recording requested by and  
when recorded mail to:  
Department of Public Health of the  
City and County of San Francisco  
101 Grove Street, Room# 308  
San Francisco, California 94102  
Attn: Director  
Block/Lot: 1740 / 048  
Address: 921-923 Lincoln Way

-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND  
(921-923 Lincoln Way)**

**THIS DECLARATION OF RESTRICTIONS** (this "**Declaration**") is made as of \_\_\_\_\_, 2024, by BAKER PLACES, INC., a California nonprofit public benefit corporation ("**Owner**"), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, acting by and through its Department of Public Health (the "**City**").

**RECITALS**

A. The City and Owner are parties to that certain Repayment Agreement, dated as of even date herewith, as it may be amended from time to time (the "**Agreement**"), pursuant to which Owner has agreed to repay City that certain DPH Debt in connection with Owner’s ownership of that certain real property and the improvements thereon, located at 921-923 Lincoln Way, in the City and County of San Francisco, CA, as more particularly described in the legal description attached hereto as **Exhibit A**, and incorporated herein by reference (the "**Property**"), which is currently used as behavioral health treatment and ancillary services designed to provide a therapeutic environment of care within a residential setting in accordance with the one or more Contracts (as defined in the Agreement) that have been entered into in connection with the Property, as such applicable Contracts may be amended from time to time (the "**Permitted Use**") and shall be maintained as such for the Compliance Period, as defined below (the "**Project**"). The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Owner has agreed to enter into this Declaration in order to comply with certain use and occupancy restrictions as described herein (collectively, the "**Regulatory Obligations**"), commencing on the date this Declaration is recorded in the Official Records of San Francisco County (the "**Official**



**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**Records**”), and continuing until the earlier of the following to occur: (a) January 31, 2046, and (b) the date that Owner has fully repaid the Debt (the "**Compliance Period**").

C. This Declaration shall be secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to be executed by Owner as Trustor, and dated and recorded in the Official Records substantially concurrent herewith as a lien against Owner’s fee interest in the Property (the “**Deed of Trust**”); and the Property shall be owned, held, used, maintained, and transferred pursuant to the covenants, conditions, restrictions, and limitations, as further described herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Declaration by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees as follows:

1. Owner will comply with this Declaration through the expiration of the Compliance Period. Specifically, Owner agrees as follows, subject to additional terms as set forth in the Agreement:

2. **Use of Property.** Owner, for itself, and for its successors and assigns, hereby declares and covenants that the use of the Property shall be restricted to the Permitted Use for the Compliance Period so long as the Owner and or Parent (as defined in the Agreement) remain under the Contracts (as defined in the Agreement) that are applicable to this Property. Any change to a use other than the Permitted Use during the Compliance Period shall require the express prior written consent of the City (but shall not require an amendment to this Declaration). For avoidance of doubt, if at any time there are no active Contracts between Owner and the City applicable to this Property, then this Section 2 shall have no force or effect, but the remainder of this Declaration shall remain in full force and effect.

3. **Use, Maintenance, Repair, and Improvement of the Property.** Owner agrees as follows:

(a) Subject to the provisions of Section 2 above, to use the Property, for the Permitted Use during the Compliance Period;

(b) To maintain the Property in conformity with all applicable State and local building and fire codes, and in decent, safe, and sanitary condition and repair, and to permit no waste thereof;

(c) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable during the Compliance Period, except to the extent such condition is consistent with the Permitted Use;

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(d) Not to apply for any permits or construct any buildings or improvements on the Property, including, without limitation, any permits or construction affecting the value of the Property, the structural integrity of the Property, or the contemplated uses of the Property; or add to, remove, demolish or structurally alter any buildings or improvements included as part of the Property, without City's consent;

(e) To comply with each and every term of the Agreement and all applicable State laws and regulations and local codes and ordinances affecting the Property;

(f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects the Property without City's prior written consent;

(g) Subject to the provisions of Section 2 above, not to materially alter the use of all or any part of the Property without City's prior written consent;

(h) Subject to the provisions of Section 2 above, to maintain all licenses, certifications, or designations required to continue operating for the Permitted Use;

(i) To submit to City such periodic reports, updates, and information deemed necessary by City in its reasonable discretion to monitor compliance and with the Agreement; and

(j) Pay all applicable taxes, assessments, and other charges, liens, fines and impositions attributable to or encumbering the Property, by making payment, prior to delinquency, directly to the payee thereof. Owner shall, upon request by City or its agent, promptly furnish to City or its agent all notices of amounts due under this subsection and receipts evidencing such payments; provided, that Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently, without prejudice to City; provided further that Owner has established on Owner's books adequate reserves with respect to such contested assessment, tax, charge, lien, or claim.

**3 Restrictions On Sale, Encumbrance, And Other Acts.**

3.1 Owner shall not voluntarily (which term shall not be interpreted to include a foreclosure of any security for a loan or deed-in lieu) sell, encumber (including recordation of any deed of trust), hypothecate, assign, pledge, convey, or transfer the Property, or any portion thereof, or any of its interests therein, or any equity interest in Owner without obtaining City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by City if (a) Owner is not in default hereunder or under the Agreement and delivers a certificate to City certifying to the same; (b) the Debt will be fully or partially, and partially if and only if all of the net proceeds of the sale of the Property are applied towards the repayment of the Debt as part of the escrow closing in the case of the disposition of the Property, as evidenced by a

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

final closing statement executed by the Owner and the purchaser; (c) if encumbering, hypothecating or pledging the Property in connection with a recordation of a deed of trust to secure a loan, the lender shall agree to subordinate its deed of trust to the lien and encumbrance of the City's deed of trust and this Declaration, respectively, and to provide City with notice of an event of an Owner default and right of City to cure the default under the lender's deed of trust; and (d) such other conditions as the City may reasonably impose to assure compliance by the assignee or purchaser and Property with the requirements of this Declaration and the Agreement. It is expressly stipulated and agreed that, except for any such sale, transfer or disposition agreed to by City in a separate writing, any sale, transfer or other disposition of the Property in violation of this Section 3.1 shall be null, void and shall not relieve the Owner of its obligations under this Declaration. Upon any sale or transfer, which complies with this Declaration, and provided that Owner shall have applied all of the net proceeds from the sale or transfer of the Property towards the repayment of the Debt, the Owner shall be fully released from any liability and obligations arising after said sale or transfer and City shall agree to record a release to terminate and release this Declaration from record. Any transfer of the Property to any entity, whether or not affiliated with the Owner, shall be subject to the provisions of this Section 3.1.

3.2 If City determines, in its reasonable discretion, to grant its prior written consent to Owner encumbering, hypothecating or pledging the Property in connection with a loan for the Property, such consent may impose additional terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or to ensure compliance with this Declaration.

3.3 If a trustee under a loan acquires title to the Property by foreclosure or deed in lieu of foreclosure, no consent of the City shall be required to such transfer under this Declaration; however, the consent of City and delivery of items (a) through (i) above shall be required for any transfer of the Property subsequent to the trustee's acquisition of the Property by foreclosure or deed in lieu of foreclosure.

4 **Owner Representations and Warranties.** Owner represents and warrants to City that, as of the date of Owner's execution of this Declaration: (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration; (3) Owner has the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner; and (5) Owner is duly organized, validly existing under the laws of, and authorized to do business in, the State of California, and is in good standing with the California Secretary of State's Office and the Attorney General Registry of Charitable Trusts and covenants to maintain such standing during the Compliance Period.

5 **City's Review and Inspection.**

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

(a) At any time during the term of this Declaration and upon reasonable notice, City may, but is not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by City, Owner shall notify any occupants of upcoming inspections in accordance with state law.

(b) Owner or its designee may, but is not obligated to, request any other information that it deems necessary to confirm compliance with this Declaration. Owner shall provide such requested information within fourteen (14) calendar days of City's written request for the information.

(c) City shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to Owner, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with this Declaration or other applicable laws. In no event or circumstance shall City's or its designee's exercise or non-exercise of its discretion under this subsection constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by City of any right, benefit, or remedies under or with respect to this Declaration.

6 **Default.** If Owner defaults in the performance or observance of any covenant, agreement, restriction or obligation of Owner set forth in this Declaration, and if such default remains uncured for a period of one hundred eighty (180) days after notice therefor shall have been given by City to the Owner, then City shall declare an "**Event of Default**" to have occurred hereunder. An Event of Default under this Declaration shall entitle City to any rights, remedies, or damages available at law or in equity. City's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any other right or remedy. An Event of Default under this Declaration shall also constitute a default under the Agreement and the Deed of Trust.

7 **Remedies.** Upon and during the continuance of any Event of Default by Owner, City will be entitled to the following:

(a) **Specific Performance.** The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Owner would not have an adequate remedy at law. Therefore, City's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

(b) **Injunctive Relief.** In pursuing specific performance of the Declaration, City shall be entitled to petition the court for injunctive relief to enjoin any acts or things which may be in violation of this Declaration or the Agreement. Such

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

injunctive relief may include a court order restraining any development of the Property that is inconsistent with the terms of this Declaration.

(c) Appointment of Receiver. In addition to or in conjunction with any other remedy available at law or in equity, City may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the requirements of the Agreement and this Declaration. The receiver shall have all powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property.

(d) Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, City may, but without any obligation to do so and without notice to or demand on Owner and without releasing Owner from any obligation hereunder, take such actions to cure the event of default in such manner and to such extent as City may deem necessary to protect the security hereof. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law) shall be due and payable to City upon demand plus an administration fee of five percent (5%).

Notwithstanding the foregoing or anything to the contrary contained herein, City shall be entitled to any rights, remedies, or damages available pursuant to the Deed of Trust executed by Owner, as Trustor, therein, on or about of even date herewith, and recorded in the Official Records. The parties acknowledge and agree that the rights and remedies provided in this Section 7 are cumulative and are not exclusive of, and are in addition to and not in substitution for, any other rights or remedies available at law, in equity or otherwise.

8 Covenants Run with the Land. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration until such time as this Declaration is released by the City or otherwise terminated. Notwithstanding section 1460, *et seq.*, of the California Civil Code, the provisions hereof shall run with the land and may be enforced either in law or in equity by any City department. City and Owner hereby declare their express intent that the covenants, reservations and restrictions contained herein shall be deemed both equitable servitudes and covenants running with the land, and shall pass to and be binding upon the Owner's successors in title to the Property; provided, however, that upon the expiration of the Compliance Period said covenants, reservations and restrictions shall expire. Owner expressly acknowledges and agrees that the Declaration is a reasonable restraint on Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether the covenants, reservations and restrictions of

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

this Declaration are set forth in such contract, deed, or other instrument.

9 During the Compliance Period, the City may rely on the Agreement, the Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights. Owner will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

*[Signatures Appear on Following Page]*

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**IN WITNESS WHEREOF**, Owner has executed this Declaration as of the date first above written.

**“OWNER”**

BAKER PLACES, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Chuan Teng  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Brian Schneider  
Title: Board President

***[ALL SIGNATURES MUST BE NOTARIZED]***

**Appendix C**  
**Performance Deed of Trust and Declaration of Restrictions**  
**(Sample)**

**EXHIBIT A**  
(Legal Description of the Property)

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF  
SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

Street Address: 921-923 Lincoln Way, San Francisco CA



**Appendix D**  
**SECURED PROMISSORY NOTE**

Principal Amount: (\$4,669,814)

San Francisco, CA

Date: \_\_\_\_, 2024

FOR VALUE RECEIVED, the undersigned, BAKER PLACES, INC., a California nonprofit public benefit corporation ("**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 Four Million Six Hundred Sixty-Nine Thousand Eight Hundred Fourteen and No/100 Dollars (\$4,669,814) (the "**Loan** ") (after accounting for the sale of 333 7th street), together with interest thereon, as provided in this Note.

1. Agreement. This Secured Promissory Note ("**Note**") is given under the terms of that certain Repayment Agreement by and between Maker and Holder, dated as of the date of this Note, as the Agreement 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 (i) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, with respect to real property located at 921-923 Lincoln Way, San Francisco, California, and (ii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, with respect to real property located at 673 San Jose Ave, San Francisco, California, each dated as of the date of this Note and executed by Maker for the benefit of Holder (collectively, the "**Deeds of Trust**" and each a "**Deed of Trust**"). The Agreement, the Deed of Trust, this Note together with any other agreement entered into in connection with the Loan are hereinafter collectively referred to as the "**City Documents**." 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.

2. Interest. Interest will accrue on the principal balance outstanding under this Note from time to time at the rate of One and Twelve Hundredths Percent (1.12%) per annum, from the date of this Note through the date of full payment of all amounts owing under the City Documents.

3. [Omitted].

4. Repayment of the Loan. Maker must make payments of principal and interest in monthly installments (each, a "**Payment**") equal to the amount specified in the Agreement, which amount is also shown on the amortization schedule attached hereto as Exhibit A, and incorporated herein by this reference, on the dates specified therein (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 accrued and unpaid interest and unpaid fees and costs incurred, will be due and payable on the date that is twenty-third (23<sup>rd</sup>) anniversary of the first payment date, as set forth on Exhibit A (the "**Maturity Date**"). Any Payment Date, including the Maturity Date, that falls on a weekend or holiday will be deemed to

fall on the next succeeding business day. To the extent there is any inconsistency between Exhibit A and the Agreement, the Agreement shall control.

5. Security. Maker's obligations under this Note are secured by the Deeds of Trust. In the event that one Deed of Trust is released by Holder, then Maker's obligations hereunder shall be secured by the remaining 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 101 Grove Street, Room #308, San Francisco, CA 94102, 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.

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 City Document.

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.

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.

9.3 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.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

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

**“MAKER”**

BAKER PLACES, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Teng Chuan  
Chief Executive Officer

By: \_\_\_\_\_  
Brian Schneider  
President

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
1	Apr-24	\$ 4,669,814	\$ 4,358	\$ 20,100	\$ 4,654,073	N
2	May-24	\$ 4,654,073	\$ 4,344	\$ 20,100	\$ 4,638,317	N
3	Jun-24	\$ 4,638,317	\$ 4,329	\$ 20,100	\$ 4,622,546	N
4	Jul-24	\$ 4,622,546	\$ 4,314	\$ 20,100	\$ 4,606,760	N
5	Aug-24	\$ 4,606,760	\$ 4,300	\$ 20,100	\$ 4,590,960	N
6	Sep-24	\$ 4,590,960	\$ 4,285	\$ 20,100	\$ 4,575,145	N
7	Oct-24	\$ 4,575,145	\$ 4,270	\$ 20,100	\$ 4,559,315	N
8	Nov-24	\$ 4,559,315	\$ 4,255	\$ 20,100	\$ 4,543,470	N
9	Dec-24	\$ 4,543,470	\$ 4,241	\$ 20,100	\$ 4,527,611	N
10	Jan-25	\$ 4,527,611	\$ 4,226	\$ 20,100	\$ 4,511,736	N
11	Feb-25	\$ 4,511,736	\$ 4,211	\$ 20,100	\$ 4,495,847	N
12	Mar-25	\$ 4,495,847	\$ 4,196	\$ 20,100	\$ 4,479,943	N
13	Apr-25	\$ 4,479,943	\$ 4,181	\$ 20,100	\$ 4,464,025	N
14	May-25	\$ 4,464,025	\$ 4,166	\$ 20,100	\$ 4,448,091	N
15	Jun-25	\$ 4,448,091	\$ 4,152	\$ 20,100	\$ 4,432,143	N
16	Jul-25	\$ 4,432,143	\$ 4,137	\$ 20,100	\$ 4,416,179	N
17	Aug-25	\$ 4,416,179	\$ 4,122	\$ 20,100	\$ 4,400,201	N
18	Sep-25	\$ 4,400,201	\$ 4,107	\$ 20,100	\$ 4,384,208	N
19	Oct-25	\$ 4,384,208	\$ 4,092	\$ 20,100	\$ 4,368,200	N
20	Nov-25	\$ 4,368,200	\$ 4,077	\$ 20,100	\$ 4,352,177	N
21	Dec-25	\$ 4,352,177	\$ 4,062	\$ 20,100	\$ 4,336,139	N
22	Jan-26	\$ 4,336,139	\$ 4,047	\$ 20,100	\$ 4,320,086	N
23	Feb-26	\$ 4,320,086	\$ 4,032	\$ 20,100	\$ 4,304,018	N
24	Mar-26	\$ 4,304,018	\$ 4,017	\$ 20,100	\$ 4,287,935	N
25	Apr-26	\$ 4,287,935	\$ 4,002	\$ 20,100	\$ 4,271,837	N
26	May-26	\$ 4,271,837	\$ 3,987	\$ 20,100	\$ 4,255,724	N
27	Jun-26	\$ 4,255,724	\$ 3,972	\$ 20,100	\$ 4,239,596	N
28	Jul-26	\$ 4,239,596	\$ 3,957	\$ 20,100	\$ 4,223,453	N
29	Aug-26	\$ 4,223,453	\$ 3,942	\$ 20,100	\$ 4,207,295	N
30	Sep-26	\$ 4,207,295	\$ 3,927	\$ 20,100	\$ 4,191,122	N
31	Oct-26	\$ 4,191,122	\$ 3,912	\$ 20,100	\$ 4,174,934	N
32	Nov-26	\$ 4,174,934	\$ 3,897	\$ 20,100	\$ 4,158,730	N
33	Dec-26	\$ 4,158,730	\$ 3,881	\$ 20,100	\$ 4,142,512	N
34	Jan-27	\$ 4,142,512	\$ 3,866	\$ 20,100	\$ 4,126,278	N
35	Feb-27	\$ 4,126,278	\$ 3,851	\$ 20,100	\$ 4,110,029	N
36	Mar-27	\$ 4,110,029	\$ 3,836	\$ 20,100	\$ 4,093,765	N
37	Apr-27	\$ 4,093,765	\$ 3,821	\$ 20,100	\$ 4,077,486	N
38	May-27	\$ 4,077,486	\$ 3,806	\$ 20,100	\$ 4,061,192	N
39	Jun-27	\$ 4,061,192	\$ 3,790	\$ 20,100	\$ 4,044,882	N
40	Jul-27	\$ 4,044,882	\$ 3,775	\$ 20,100	\$ 4,028,557	N
41	Aug-27	\$ 4,028,557	\$ 3,760	\$ 20,100	\$ 4,012,217	N
42	Sep-27	\$ 4,012,217	\$ 3,745	\$ 20,100	\$ 3,995,862	N
43	Oct-27	\$ 3,995,862	\$ 3,729	\$ 20,100	\$ 3,979,492	N

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
44	Nov-27	\$ 3,979,492	\$ 3,714	\$ 20,100	\$ 3,963,106	N
45	Dec-27	\$ 3,963,106	\$ 3,699	\$ 20,100	\$ 3,946,705	N
46	Jan-28	\$ 3,946,705	\$ 3,684	\$ 20,100	\$ 3,930,288	N
47	Feb-28	\$ 3,930,288	\$ 3,668	\$ 20,100	\$ 3,913,857	N
48	Mar-28	\$ 3,913,857	\$ 3,653	\$ 20,100	\$ 3,897,410	N
49	Apr-28	\$ 3,897,410	\$ 3,638	\$ 20,100	\$ 3,880,947	N
50	May-28	\$ 3,880,947	\$ 3,622	\$ 20,100	\$ 3,864,469	N
51	Jun-28	\$ 3,864,469	\$ 3,607	\$ 20,100	\$ 3,847,976	N
52	Jul-28	\$ 3,847,976	\$ 3,591	\$ 20,100	\$ 3,831,468	N
53	Aug-28	\$ 3,831,468	\$ 3,576	\$ 20,100	\$ 3,814,944	N
54	Sep-28	\$ 3,814,944	\$ 3,561	\$ 20,100	\$ 3,798,404	N
55	Oct-28	\$ 3,798,404	\$ 3,545	\$ 20,100	\$ 3,781,849	N
56	Nov-28	\$ 3,781,849	\$ 3,530	\$ 20,100	\$ 3,765,279	N
57	Dec-28	\$ 3,765,279	\$ 3,514	\$ 20,100	\$ 3,748,693	N
58	Jan-29	\$ 3,748,693	\$ 3,499	\$ 20,100	\$ 3,732,092	N
59	Feb-29	\$ 3,732,092	\$ 3,483	\$ 20,100	\$ 3,715,476	N
60	Mar-29	\$ 3,715,476	\$ 3,468	\$ 20,100	\$ 3,698,843	N
61	Apr-29	\$ 3,698,843	\$ 3,452	\$ 20,100	\$ 3,682,196	N
62	May-29	\$ 3,682,196	\$ 3,437	\$ 20,100	\$ 3,665,532	N
63	Jun-29	\$ 3,665,532	\$ 3,421	\$ 20,100	\$ 3,648,853	N
64	Jul-29	\$ 3,648,853	\$ 3,406	\$ 20,100	\$ 3,632,159	N
65	Aug-29	\$ 3,632,159	\$ 3,390	\$ 20,100	\$ 3,615,449	N
66	Sep-29	\$ 3,615,449	\$ 3,374	\$ 20,100	\$ 3,598,723	N
67	Oct-29	\$ 3,598,723	\$ 3,359	\$ 20,100	\$ 3,581,982	N
68	Nov-29	\$ 3,581,982	\$ 3,343	\$ 20,100	\$ 3,565,225	N
69	Dec-29	\$ 3,565,225	\$ 3,328	\$ 20,100	\$ 3,548,453	N
70	Jan-30	\$ 3,548,453	\$ 3,312	\$ 20,100	\$ 3,531,665	N
71	Feb-30	\$ 3,531,665	\$ 3,296	\$ 20,100	\$ 3,514,861	N
72	Mar-30	\$ 3,514,861	\$ 3,281	\$ 20,100	\$ 3,498,042	N
73	Apr-30	\$ 3,498,042	\$ 3,265	\$ 20,100	\$ 3,481,206	N
74	May-30	\$ 3,481,206	\$ 3,249	\$ 20,100	\$ 3,464,356	N
75	Jun-30	\$ 3,464,356	\$ 3,233	\$ 20,100	\$ 3,447,489	N
76	Jul-30	\$ 3,447,489	\$ 3,218	\$ 20,100	\$ 3,430,607	N
77	Aug-30	\$ 3,430,607	\$ 3,202	\$ 20,100	\$ 3,413,709	N
78	Sep-30	\$ 3,413,709	\$ 3,186	\$ 20,100	\$ 3,396,795	N
79	Oct-30	\$ 3,396,795	\$ 3,170	\$ 20,100	\$ 3,379,865	N
80	Nov-30	\$ 3,379,865	\$ 3,155	\$ 20,100	\$ 3,362,920	N
81	Dec-30	\$ 3,362,920	\$ 3,139	\$ 20,100	\$ 3,345,958	N
82	Jan-31	\$ 3,345,958	\$ 3,123	\$ 20,100	\$ 3,328,981	N
83	Feb-31	\$ 3,328,981	\$ 3,107	\$ 20,100	\$ 3,311,988	N
84	Mar-31	\$ 3,311,988	\$ 3,091	\$ 20,100	\$ 3,294,979	N
85	Apr-31	\$ 3,294,979	\$ 3,075	\$ 20,100	\$ 3,277,955	N
86	May-31	\$ 3,277,955	\$ 3,059	\$ 20,100	\$ 3,260,914	N

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
87	Jun-31	\$ 3,260,914	\$ 3,044	\$ 20,100	\$ 3,243,858	N
88	Jul-31	\$ 3,243,858	\$ 3,028	\$ 20,100	\$ 3,226,785	N
89	Aug-31	\$ 3,226,785	\$ 3,012	\$ 20,100	\$ 3,209,697	N
90	Sep-31	\$ 3,209,697	\$ 2,996	\$ 20,100	\$ 3,192,593	N
91	Oct-31	\$ 3,192,593	\$ 2,980	\$ 20,100	\$ 3,175,472	N
92	Nov-31	\$ 3,175,472	\$ 2,964	\$ 20,100	\$ 3,158,336	N
93	Dec-31	\$ 3,158,336	\$ 2,948	\$ 20,100	\$ 3,141,184	N
94	Jan-32	\$ 3,141,184	\$ 2,932	\$ 20,100	\$ 3,124,016	N
95	Feb-32	\$ 3,124,016	\$ 2,916	\$ 20,100	\$ 3,106,831	N
96	Mar-32	\$ 3,106,831	\$ 2,900	\$ 20,100	\$ 3,089,631	N
97	Apr-32	\$ 3,089,631	\$ 2,884	\$ 20,100	\$ 3,072,415	N
98	May-32	\$ 3,072,415	\$ 2,868	\$ 20,100	\$ 3,055,182	N
99	Jun-32	\$ 3,055,182	\$ 2,852	\$ 20,100	\$ 3,037,934	N
100	Jul-32	\$ 3,037,934	\$ 2,835	\$ 20,100	\$ 3,020,669	N
101	Aug-32	\$ 3,020,669	\$ 2,819	\$ 20,100	\$ 3,003,389	N
102	Sep-32	\$ 3,003,389	\$ 2,803	\$ 20,100	\$ 2,986,092	N
103	Oct-32	\$ 2,986,092	\$ 2,787	\$ 20,100	\$ 2,968,779	N
104	Nov-32	\$ 2,968,779	\$ 2,771	\$ 20,100	\$ 2,951,450	N
105	Dec-32	\$ 2,951,450	\$ 2,755	\$ 20,100	\$ 2,934,104	N
106	Jan-33	\$ 2,934,104	\$ 2,738	\$ 20,100	\$ 2,916,743	N
107	Feb-33	\$ 2,916,743	\$ 2,722	\$ 20,100	\$ 2,899,365	N
108	Mar-33	\$ 2,899,365	\$ 2,706	\$ 20,100	\$ 2,881,971	N
109	Apr-33	\$ 2,881,971	\$ 2,690	\$ 20,100	\$ 2,864,561	N
110	May-33	\$ 2,864,561	\$ 2,674	\$ 20,100	\$ 2,847,135	N
111	Jun-33	\$ 2,847,135	\$ 2,657	\$ 20,100	\$ 2,829,692	N
112	Jul-33	\$ 2,829,692	\$ 2,641	\$ 20,100	\$ 2,812,233	N
113	Aug-33	\$ 2,812,233	\$ 2,625	\$ 20,100	\$ 2,794,758	N
114	Sep-33	\$ 2,794,758	\$ 2,608	\$ 20,100	\$ 2,777,266	N
115	Oct-33	\$ 2,777,266	\$ 2,592	\$ 20,100	\$ 2,759,758	N
116	Nov-33	\$ 2,759,758	\$ 2,576	\$ 20,100	\$ 2,742,234	N
117	Dec-33	\$ 2,742,234	\$ 2,559	\$ 20,100	\$ 2,724,694	N
118	Jan-34	\$ 2,724,694	\$ 2,543	\$ 20,100	\$ 2,707,137	N
119	Feb-34	\$ 2,707,137	\$ 2,527	\$ 20,100	\$ 2,689,563	N
120	Mar-34	\$ 2,689,563	\$ 2,510	\$ 20,100	\$ 2,671,974	N
121	Apr-34	\$ 2,671,974	\$ 2,494	\$ 20,100	\$ 2,654,367	N
122	May-34	\$ 2,654,367	\$ 2,477	\$ 20,100	\$ 2,636,745	N
123	Jun-34	\$ 2,636,745	\$ 2,461	\$ 20,100	\$ 2,619,106	N
124	Jul-34	\$ 2,619,106	\$ 2,444	\$ 20,100	\$ 2,601,450	N
125	Aug-34	\$ 2,601,450	\$ 2,428	\$ 20,100	\$ 2,583,778	N
126	Sep-34	\$ 2,583,778	\$ 2,412	\$ 20,100	\$ 2,566,090	N
127	Oct-34	\$ 2,566,090	\$ 2,395	\$ 20,100	\$ 2,548,385	N
128	Nov-34	\$ 2,548,385	\$ 2,378	\$ 20,100	\$ 2,530,663	N
129	Dec-34	\$ 2,530,663	\$ 2,362	\$ 20,100	\$ 2,512,925	N

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
130	Jan-35	\$ 2,512,925	\$ 2,345	\$ 20,100	\$ 2,495,171	N
131	Feb-35	\$ 2,495,171	\$ 2,329	\$ 20,100	\$ 2,477,399	N
132	Mar-35	\$ 2,477,399	\$ 2,312	\$ 20,100	\$ 2,459,612	N
133	Apr-35	\$ 2,459,612	\$ 2,296	\$ 20,100	\$ 2,441,807	N
134	May-35	\$ 2,441,807	\$ 2,279	\$ 20,100	\$ 2,423,986	N
135	Jun-35	\$ 2,423,986	\$ 2,262	\$ 20,100	\$ 2,406,149	N
136	Jul-35	\$ 2,406,149	\$ 2,246	\$ 20,100	\$ 2,388,294	N
137	Aug-35	\$ 2,388,294	\$ 2,229	\$ 20,100	\$ 2,370,424	N
138	Sep-35	\$ 2,370,424	\$ 2,212	\$ 20,100	\$ 2,352,536	N
139	Oct-35	\$ 2,352,536	\$ 2,196	\$ 20,100	\$ 2,334,632	N
140	Nov-35	\$ 2,334,632	\$ 2,179	\$ 20,100	\$ 2,316,711	N
141	Dec-35	\$ 2,316,711	\$ 2,162	\$ 20,100	\$ 2,298,773	N
142	Jan-36	\$ 2,298,773	\$ 2,146	\$ 20,100	\$ 2,280,818	N
143	Feb-36	\$ 2,280,818	\$ 2,129	\$ 20,100	\$ 2,262,847	N
144	Mar-36	\$ 2,262,847	\$ 2,112	\$ 20,100	\$ 2,244,859	N
145	Apr-36	\$ 2,244,859	\$ 2,095	\$ 20,100	\$ 2,226,854	N
146	May-36	\$ 2,226,854	\$ 2,078	\$ 20,100	\$ 2,208,833	N
147	Jun-36	\$ 2,208,833	\$ 2,062	\$ 20,100	\$ 2,190,794	N
148	Jul-36	\$ 2,190,794	\$ 2,045	\$ 20,100	\$ 2,172,739	N
149	Aug-36	\$ 2,172,739	\$ 2,028	\$ 20,100	\$ 2,154,667	N
150	Sep-36	\$ 2,154,667	\$ 2,011	\$ 20,100	\$ 2,136,578	N
151	Oct-36	\$ 2,136,578	\$ 1,994	\$ 20,100	\$ 2,118,472	N
152	Nov-36	\$ 2,118,472	\$ 1,977	\$ 20,100	\$ 2,100,349	N
153	Dec-36	\$ 2,100,349	\$ 1,960	\$ 20,100	\$ 2,082,210	N
154	Jan-37	\$ 2,082,210	\$ 1,943	\$ 20,100	\$ 2,064,053	N
155	Feb-37	\$ 2,064,053	\$ 1,926	\$ 20,100	\$ 2,045,880	N
156	Mar-37	\$ 2,045,880	\$ 1,909	\$ 20,100	\$ 2,027,689	N
157	Apr-37	\$ 2,027,689	\$ 1,893	\$ 20,100	\$ 2,009,482	N
158	May-37	\$ 2,009,482	\$ 1,876	\$ 20,100	\$ 1,991,257	N
159	Jun-37	\$ 1,991,257	\$ 1,859	\$ 20,100	\$ 1,973,016	N
160	Jul-37	\$ 1,973,016	\$ 1,841	\$ 20,100	\$ 1,954,757	N
161	Aug-37	\$ 1,954,757	\$ 1,824	\$ 20,100	\$ 1,936,482	N
162	Sep-37	\$ 1,936,482	\$ 1,807	\$ 20,100	\$ 1,918,189	N
163	Oct-37	\$ 1,918,189	\$ 1,790	\$ 20,100	\$ 1,899,879	N
164	Nov-37	\$ 1,899,879	\$ 1,773	\$ 20,100	\$ 1,881,552	N
165	Dec-37	\$ 1,881,552	\$ 1,756	\$ 20,100	\$ 1,863,209	N
166	Jan-38	\$ 1,863,209	\$ 1,739	\$ 20,100	\$ 1,844,848	N
167	Feb-38	\$ 1,844,848	\$ 1,722	\$ 20,100	\$ 1,826,469	N
168	Mar-38	\$ 1,826,469	\$ 1,705	\$ 20,100	\$ 1,808,074	N
169	Apr-38	\$ 1,808,074	\$ 1,688	\$ 20,100	\$ 1,789,662	N
170	May-38	\$ 1,789,662	\$ 1,670	\$ 20,100	\$ 1,771,232	N
171	Jun-38	\$ 1,771,232	\$ 1,653	\$ 20,100	\$ 1,752,785	N
172	Jul-38	\$ 1,752,785	\$ 1,636	\$ 20,100	\$ 1,734,321	N



**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
173	Aug-38	\$ 1,734,321	\$ 1,619	\$ 20,100	\$ 1,715,840	N
174	Sep-38	\$ 1,715,840	\$ 1,601	\$ 20,100	\$ 1,697,341	N
175	Oct-38	\$ 1,697,341	\$ 1,584	\$ 20,100	\$ 1,678,825	N
176	Nov-38	\$ 1,678,825	\$ 1,567	\$ 20,100	\$ 1,660,292	N
177	Dec-38	\$ 1,660,292	\$ 1,550	\$ 20,100	\$ 1,641,742	N
178	Jan-39	\$ 1,641,742	\$ 1,532	\$ 20,100	\$ 1,623,174	N
179	Feb-39	\$ 1,623,174	\$ 1,515	\$ 20,100	\$ 1,604,589	N
180	Mar-39	\$ 1,604,589	\$ 1,498	\$ 20,100	\$ 1,585,987	N
181	Apr-39	\$ 1,585,987	\$ 1,480	\$ 20,100	\$ 1,567,367	N
182	May-39	\$ 1,567,367	\$ 1,463	\$ 20,100	\$ 1,548,730	N
183	Jun-39	\$ 1,548,730	\$ 1,445	\$ 20,100	\$ 1,530,075	N
184	Jul-39	\$ 1,530,075	\$ 1,428	\$ 20,100	\$ 1,511,403	N
185	Aug-39	\$ 1,511,403	\$ 1,411	\$ 20,100	\$ 1,492,714	N
186	Sep-39	\$ 1,492,714	\$ 1,393	\$ 20,100	\$ 1,474,007	N
187	Oct-39	\$ 1,474,007	\$ 1,376	\$ 20,100	\$ 1,455,283	N
188	Nov-39	\$ 1,455,283	\$ 1,358	\$ 20,100	\$ 1,436,541	N
189	Dec-39	\$ 1,436,541	\$ 1,341	\$ 20,100	\$ 1,417,782	N
190	Jan-40	\$ 1,417,782	\$ 1,323	\$ 20,100	\$ 1,399,005	N
191	Feb-40	\$ 1,399,005	\$ 1,306	\$ 20,100	\$ 1,380,211	N
192	Mar-40	\$ 1,380,211	\$ 1,288	\$ 20,100	\$ 1,361,399	N
193	Apr-40	\$ 1,361,399	\$ 1,271	\$ 20,100	\$ 1,342,570	N
194	May-40	\$ 1,342,570	\$ 1,253	\$ 20,100	\$ 1,323,723	N
195	Jun-40	\$ 1,323,723	\$ 1,235	\$ 20,100	\$ 1,304,858	N
196	Jul-40	\$ 1,304,858	\$ 1,218	\$ 20,100	\$ 1,285,976	N
197	Aug-40	\$ 1,285,976	\$ 1,200	\$ 20,100	\$ 1,267,077	N
198	Sep-40	\$ 1,267,077	\$ 1,183	\$ 20,100	\$ 1,248,159	N
199	Oct-40	\$ 1,248,159	\$ 1,165	\$ 20,100	\$ 1,229,224	N
200	Nov-40	\$ 1,229,224	\$ 1,147	\$ 20,100	\$ 1,210,271	N
201	Dec-40	\$ 1,210,271	\$ 1,130	\$ 20,100	\$ 1,191,301	N
202	Jan-41	\$ 1,191,301	\$ 1,112	\$ 20,100	\$ 1,172,313	N
203	Feb-41	\$ 1,172,313	\$ 1,094	\$ 20,100	\$ 1,153,307	N
204	Mar-41	\$ 1,153,307	\$ 1,076	\$ 20,100	\$ 1,134,283	N
205	Apr-41	\$ 1,134,283	\$ 1,059	\$ 20,100	\$ 1,115,242	N
206	May-41	\$ 1,115,242	\$ 1,041	\$ 20,100	\$ 1,096,183	N
207	Jun-41	\$ 1,096,183	\$ 1,023	\$ 20,100	\$ 1,077,106	N
208	Jul-41	\$ 1,077,106	\$ 1,005	\$ 20,100	\$ 1,058,011	N
209	Aug-41	\$ 1,058,011	\$ 987	\$ 20,100	\$ 1,038,899	N
210	Sep-41	\$ 1,038,899	\$ 970	\$ 20,100	\$ 1,019,769	N
211	Oct-41	\$ 1,019,769	\$ 952	\$ 20,100	\$ 1,000,620	N
212	Nov-41	\$ 1,000,620	\$ 934	\$ 20,100	\$ 981,454	N
213	Dec-41	\$ 981,454	\$ 916	\$ 20,100	\$ 962,270	N
214	Jan-42	\$ 962,270	\$ 898	\$ 20,100	\$ 943,068	N
215	Feb-42	\$ 943,068	\$ 880	\$ 20,100	\$ 923,849	N

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
216	Mar-42	\$ 923,849	\$ 862	\$ 20,100	\$ 904,611	N
217	Apr-42	\$ 904,611	\$ 844	\$ 20,100	\$ 885,355	N
218	May-42	\$ 885,355	\$ 826	\$ 20,100	\$ 866,081	N
219	Jun-42	\$ 866,081	\$ 808	\$ 20,100	\$ 846,790	N
220	Jul-42	\$ 846,790	\$ 790	\$ 20,100	\$ 827,480	N
221	Aug-42	\$ 827,480	\$ 772	\$ 20,100	\$ 808,152	N
222	Sep-42	\$ 808,152	\$ 754	\$ 20,100	\$ 788,807	N
223	Oct-42	\$ 788,807	\$ 736	\$ 20,100	\$ 769,443	N
224	Nov-42	\$ 769,443	\$ 718	\$ 20,100	\$ 750,061	N
225	Dec-42	\$ 750,061	\$ 700	\$ 20,100	\$ 730,661	N
226	Jan-43	\$ 730,661	\$ 682	\$ 20,100	\$ 711,243	N
227	Feb-43	\$ 711,243	\$ 664	\$ 20,100	\$ 691,807	N
228	Mar-43	\$ 691,807	\$ 646	\$ 20,100	\$ 672,353	N
229	Apr-43	\$ 672,353	\$ 628	\$ 20,100	\$ 652,880	N
230	May-43	\$ 652,880	\$ 609	\$ 20,100	\$ 633,389	N
231	Jun-43	\$ 633,389	\$ 591	\$ 20,100	\$ 613,881	N
232	Jul-43	\$ 613,881	\$ 573	\$ 20,100	\$ 594,354	N
233	Aug-43	\$ 594,354	\$ 555	\$ 20,100	\$ 574,808	N
234	Sep-43	\$ 574,808	\$ 536	\$ 20,100	\$ 555,245	N
235	Oct-43	\$ 555,245	\$ 518	\$ 20,100	\$ 535,663	N
236	Nov-43	\$ 535,663	\$ 500	\$ 20,100	\$ 516,063	N
237	Dec-43	\$ 516,063	\$ 482	\$ 20,100	\$ 496,445	N
238	Jan-44	\$ 496,445	\$ 463	\$ 20,100	\$ 476,808	N
239	Feb-44	\$ 476,808	\$ 445	\$ 20,100	\$ 457,153	N
240	Mar-44	\$ 457,153	\$ 427	\$ 20,100	\$ 437,480	N
241	Apr-44	\$ 437,480	\$ 408	\$ 20,100	\$ 417,788	N
242	May-44	\$ 417,788	\$ 390	\$ 20,100	\$ 398,078	N
243	Jun-44	\$ 398,078	\$ 372	\$ 20,100	\$ 378,349	N
244	Jun-44	\$ 378,349	\$ 353	\$ 20,100	\$ 358,603	N
245	Jul-44	\$ 358,603	\$ 335	\$ 20,100	\$ 338,837	N
246	Aug-44	\$ 338,837	\$ 316	\$ 20,100	\$ 319,054	N
247	Oct-44	\$ 319,054	\$ 298	\$ 20,100	\$ 299,251	N
248	Nov-44	\$ 299,251	\$ 279	\$ 20,100	\$ 279,431	N
249	Dec-44	\$ 279,431	\$ 261	\$ 20,100	\$ 259,591	N
250	Jan-45	\$ 259,591	\$ 242	\$ 20,100	\$ 239,734	N
251	Feb-45	\$ 239,734	\$ 224	\$ 20,100	\$ 219,857	N
252	Mar-45	\$ 219,857	\$ 205	\$ 20,100	\$ 199,963	N
253	Apr-45	\$ 199,963	\$ 187	\$ 20,100	\$ 180,049	N
254	May-45	\$ 180,049	\$ 168	\$ 20,100	\$ 160,117	N
255	Jun-45	\$ 160,117	\$ 149	\$ 20,100	\$ 140,167	N
256	Jul-45	\$ 140,167	\$ 131	\$ 20,100	\$ 120,198	N
257	Aug-45	\$ 120,198	\$ 112	\$ 20,100	\$ 100,210	N
258	Sep-45	\$ 100,210	\$ 94	\$ 20,100	\$ 80,203	N

**Amortization Schedule**

<b>Month #</b>		<b>Starting Balance</b>	<b>Interest</b>	<b>Pmt</b>	<b>Ending balance</b>	<b>Paid off?</b>
259	Oct-45	\$ 80,203	\$ 75	\$ 20,100	\$ 60,178	N
260	Nov-45	\$ 60,178	\$ 56	\$ 20,100	\$ 40,134	N
261	Dec-45	\$ 40,134	\$ 37	\$ 20,100	\$ 20,072	N
262	Jan-46	\$ 20,072	\$ 19	\$ 20,091	-	Y