

PROMISSORY NOTE
(2000 South Delaware Street)

\$500,000

City of San Mateo, California
December __, 2024

FOR VALUE RECEIVED, MP 2000 Delaware LLC, a California limited liability company ("Borrower"), promises to pay to the CITY OF SAN MATEO, a California charter city ("Holder") the principal sum of Five Hundred Thousand Dollars (\$500,000) or so much thereof as is disbursed pursuant to the Loan Agreement (as defined in Section 1 below). All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the Holder the principal amount of Five Hundred Thousand Dollars (\$500,000) for the funds loaned to Borrower by Holder (the "Loan"). The Borrower intends to use the Loan funds to finance acquisition of the Development, pursuant to that certain Loan Agreement dated as of November __, 2024, as such may be amended from time to time, by and between Borrower and Holder (collectively, the "Loan Agreement").

2. Interest. The Loan will bear simple interest at three percent (3%) per annum; provided, however, in the event of an uncured Developer Event of Default under the City Loan Documents and the failure of the Borrower to cure the same within the time specified in the City Loan Documents, interest shall accrue following the Developer Event of Default at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

3. Term and Repayment Requirements. Payments due under this Note are due in accordance with this Note and as set forth in Section 3.5 of the Loan Agreement. In any event, the unpaid principal balance is due and payable not later than the expiration of the Term of the Loan Agreement. Repayment of this Note shall be non-recourse to the Borrower pursuant to Section 4.10 of the Loan Agreement.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of the Holder except as provided in the Loan Agreement.

5. Security. This Note is secured by the Loan Deed of Trust executed concurrently herewith.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at the City of San Mateo, 330 W. 20th Avenue, San Mateo, CA 94403, Attention: City Manager, or such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Default.

(a) Upon the occurrence of an uncured Developer Event of Default, the entire unpaid principal balance, and together with all other sums then payable under this Note, will, at the option of the Holder, become immediately due and payable upon written notice by the Holder to the Borrower without further demand.

(b) The Holder's failure to exercise the remedy set forth in subsection 7(a) above or any other remedy provided by law upon the occurrence of an uncured Developer Event of Default will not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other uncured Developer Event of Default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder or Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The City Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Promissory Note is executed by Borrower as of the day and year written below and is effective as of the date first written above.

BORROWER:

MP 2000 DELAWARE, LLC, a California limited liability company

By: Mid-Peninsula Greenridge, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By:

By: _____
Matthew O. Franklin, Assistant Secretary

Date: _____