

RECORDING REQUESTED BY:

First Title Insurance Company

**When Recorded Mail Document
and Tax Statement To:**

MP 2000 Delaware LLC
303 Vintage Park Drive, Suite 250
Foster City, California 94404

With a copy to:

City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403
Attn: City Clerk

APN: 035-320-470

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

ASSIGNMENT AND AMENDMENT TO GROUND LEASE

The undersigned grantor declares:
Documentary transfer tax is \$ _____
County of San Mateo

THIS ASSIGNMENT AND AMENDMENT TO GROUND LEASE (this “**Assignment and First Amendment**”) is executed as of August ____, 2024 by and between 2000 Delaware San Mateo LLC, a California limited liability company (“**Assignor**”), MP 2000 Delaware LLC, a California limited liability company (“**Assignee**”), and the City of San Mateo, a California municipal corporation (“**Landlord**”) with reference to the following facts:

WHEREAS, concurrently herewith, Assignor is assigning to Assignee all of Assignor’s right, title and interest in that certain Amended and Restated Ground Lease dated February 29, 2016 (the “**Ground Lease**”) by and between Assignor, as tenant, and the Landlord, as lessor, a memorandum of which was recorded with the recorder of the County of San Mateo on March 1, 2016 as Instrument Number 2016-017972 (the “**Memorandum of Lease**”), which Ground Lease pertains to that certain real property, together with all improvements thereon, located at 2000 S. Delaware Street, San Mateo, California, and more particularly described on **Exhibit A** attached hereto (the “**Property**”), in accordance with the terms of that certain Purchase and Sale Agreement and Joint Escrow Instructions (the “**Agreement**”) dated as of July 15, 2024, by and between Assignor and Assignee. Capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement; and

WHEREAS, Assignee has agreed to make certain modifications to the Ground Lease, namely, to deepen the affordability of the units located on the Property from moderate-income to

low-income, re-start the 55-year rental restriction, and remove the option to purchase the Property; and

WHEREAS, Upon execution of this Assignment and Amendment, Assignee and Landlord intend to execute an amended and restated Ground Lease in substantially the same form as the parties are currently under for the Delaware Pacific project located at 1990 S. Delaware Street in San Mateo, California, subject to Landlord's approval in its sole discretion.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, and Landlord agree as follows:

ARTICLE 1. GROUND LEASE AMENDMENTS

1. The first paragraph of Section 1.01 of the Ground Lease is amended by replacing the same paragraph with the following:

Overview. The purpose of this Lease is to effectuate the Redevelopment Plans for the San Mateo Downtown Redevelopment Project and the San Mateo Shoreline Redevelopment Project through the leasing of the Property (defined in Section 1.02 hereof) for the construction, development, and operation thereon of affordable rental housing that will be made available to persons and families of low moderate income (the "Low Moderate-Income Housing Project").

[The remainder of Section 1.01 shall remain unmodified.]

2. All other references to the "Moderate-Income Housing Project" are replaced with "Low-Income Housing Project" in the Ground Lease.
3. First two sentences of Section 5.02(a) of the Ground Lease is amended by replacing the same sentences with the following :

Affordable Housing Covenants.

With the exception of one (1) unrestricted manager unit and any occupied units with a valid lease restricted to 120% of Area Median Income executed prior to the Effective Date of this Assignment and Amendment of the Ground Lease, all of the units developed on the Property that are leased after the Effective Date shall be rent-restricted and occupied by households whose initial gross income at the date of move-in does not exceed eighty one hundred twenty percent (80% 120%) of Area Median Income as adjusted by household size for San Mateo County ("Eligible Households") for a period of not less than fifty five (55) years from the date of the Assignment and Amendment to Ground Lease ~~the issuance of a certificate of occupancy for the improvements constructed on the Property~~. Rent for such Eligible Households shall be no greater than that considered to be "affordable rent" for low moderate- income households, adjusted for family size appropriate to the unit, pursuant to the California Health and Safety Code and Section 6928 of the California Code of Regulations, Title 25, as amended, or any successor statute or regulation thereto (the "Low-Income Moderate Rent"),

which includes a utilities allowance and any other charge required to be paid by all tenants as set forth in Section 6918 of the California Code of Regulations.

Gross rent limits in any given year shall not be less than rents in the prior year. Gross rent limit is defined as rent limit without utility allowance.

[The remainder of Section 5.02(a) shall remain unmodified.]

ARTICLE 2. ASSIGNMENT

1. Assignor does hereby ASSIGN, TRANSFER and DELIVER and GRANT, SELL and CONVEY to Assignee all of Assignor's right, title and interest in the Ground Lease and the Property, subject to the terms and conditions of the Agreement and the Ground Lease, the terms of each of which are hereby incorporated herein by this reference and made a part hereof as if fully stated herein.
2. Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Tenant under the Ground Lease, including the making of all payments due to or payable on behalf of Tenant under the Ground Lease as they become due and payable.
3. Assignor covenants that there exists no other agreement effecting Assignor's tenancy under the Ground Lease, including any assignment, either voluntarily or by operation of law. Assignor further covenants that the Ground Lease is in full effect and no defaults exist under the Ground Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

ARTICLE 3. REPEAL OF PURCHASE OPTION

1. Article 16 of the Ground Lease ("Option to Purchase") is hereby deleted. Assignee, as Tenant, shall not have the option to purchase the Property at any time.

ARTICLE 4. MISCELLANEOUS

1. Landlord acknowledges receipt of the Base Rent from Assignor paid annually in the amount of one dollar, pursuant to Section 3.01 of the Ground Lease.
2. This Assignment and Amendment shall be governed by the laws of the State of California.
3. This Assignment and Amendment shall be effective as of the Closing Date, as such term is defined under the Agreement (the "**Effective Date**").
4. This Assignment and Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Amendment, on the date set forth above, as of the Effective Date.

ASSIGNOR:

2000 Delaware San Mateo LLC,
a California limited liability company

By: Chang Management LLC,
a Delaware limited liability company,
its member/manager

By: _____
Joselino Campanile
President & CFO

ASSIGNEE:

MP 2000 Delaware LLC,
A California limited liability company,

Its sole general partner

By: Mid-Peninsula Greenridge, Inc.

A California nonprofit public benefit
corporation,

its sole member/manager

By: _____
Name: _____
Its: Assistant Secretary

LANDLORD:

City of San Mateo,
a municipal corporation

By: _____
Alex Khojikian
City Manager

APPROVED AS TO FORM:

Prasanna W. Rasiah
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

Legal Description of the Property

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

Parcel One:

Parcel B as shown on the Parcel Map entitled "Parcel Map 433" filed April 23, 2012 in Book 80 of Parcel Maps, Pages 30 and 31, Official Records of San Mateo County.

Parcel Two:

Rights and Easements granted in that certain Joint Use, Easement and Maintenance Agreement for 1990-2000 South Delaware dated April 1, 2012, and recorded May 2, 2012, as Instrument No. 2012-61779, in the Official Records of San Mateo County.

Property Address: 2000 S. Delaware Street, San Mateo, California
APN: 035-320-470