

**FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED CDBG/HOME LOAN AGREEMENT
(Giant Road)**

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED CDBG/HOME LOAN AGREEMENT (the "First Amendment") is dated July 25, 2024, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Giant Development II, LP, a California limited partnership ("Borrower").

RECITALS

A. The County and Giant Development, L.P., a California limited partnership (the "Prior Partnership") are parties to a First Amended and Restated CDBG/HOME Loan Agreement dated as of December 15, 2005 (the "Loan Agreement"). The Loan Agreement governs (i) a loan in the amount of Six Hundred Thousand Dollars (\$600,000) of Home Investment Partnerships Act funds ("HOME Funds") the County made to the Prior Partnership in September 2004, (ii) a loan in the amount of Six Hundred Thousand Dollars (\$600,000) of Community Development Block Grant Program funds the County made to the Prior Partnership in September 2004, and (iii) a loan in the amount of Five Hundred Thousand Dollars (\$500,000) of HOME Funds the County made to the Prior Partnership in August 2005, collectively, the "County Original Loans."

B. The County Original Loans were used by the Prior Partnership to purchase the real property located at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"), and to construct the Development on the Property. The "Development" consists of an 86-unit apartment complex, 84 of which are for rental to extremely low, very low- and low-income households, and two of which are manager's units. The Development, as well as all landscaping, roads, and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. Simultaneous with the effectiveness of this First Amendment, Borrower is acquiring the Property from the Prior Partnership, and entering into an Assignment, Assumption, and Consent Agreement of even date herewith with the Prior Partnership and the County under which (i) the Prior Partnership is assigning the County Original Loans to Borrower, (ii) Borrower is assuming the County Original Loans from the Prior Partnership, and (iii) the County is consenting to the assignment and assumption of the County Original Loans. Borrower intends to rehabilitate the Development by refinancing all outstanding debt that is secured by the Property and borrowing additional funds.

D. In support of the rehabilitation of the Development, the County has consented not only to the assignment of the County Original Loans but to restructure the County Original Loans. Through this First Amendment, the County Original Loans are being restructured to have (i) a principal amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars (\$2,520,846) (the "Loan"), which is equal to the original principal amount of the County Original Loans plus interest accrued as of the date of this First Amendment, and (ii) a repayment term that extends through July 25, 2081.

E. The parties' obligations with respect to the Loan are evidenced by the following documents, all of which are dated of even date herewith and which, together with this First Amendment, are the "County Amended Documents": (i) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower (the "Amendment to Regulatory Agreement"); (ii) Promissory Note executed by Borrower for the benefit of the County in the amount of the Loan; (iii) Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, to be recorded against the Property (the "Deed of Trust"); and (iv) Amended and Restated Intercreditor Agreement among the City of San Pablo, Borrower, and the County to be recorded against the Property (the "Intercreditor Agreement").

The parties therefore agree as follows:

1. **Defined Terms.** All defined terms used but not defined in this First Amendment have the meaning ascribed to them in the Loan Agreement.

2. **Agreement.** Section 1.1(c) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(c) "Agreement" means this First Amended and Restated CDBG/HOME Loan Agreement as amended by the First Amendment to First Amended and Restated CDBG/HOME Loan Agreement between the County and Borrower dated July 25, 2024."

3. **Approved Financing.** Section 1.1(f) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(f) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and the rehabilitation of the Improvements in addition to the Loan:

i. Multi-family housing revenue tax-exempt note in the approximate amount of Thirty-Three Million Five Hundred Fifty-Three Thousand One Hundred Eleven Dollars (\$33,553,111) issued by the California Municipal Finance Authority and loaned to Borrower by Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company (the "Bank Construction Loan") which will convert to a permanent loan in the approximate amount of Six Million Seventeen Thousand Dollars (\$6,017,000) (the "Bank Permanent Loan");

ii. An assumed and restructured loan from the California Department of Housing and Community Development in the approximate amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred and Two Dollars (\$8,463,502) (the "HCD LPR Loan");

iii. An assumed and restructured loan from the City of San Pablo in the approximate amount of One Million Five Hundred Forty-Nine Thousand Dollars (\$1,549,164);

iv. A seller carry-back loan from the Prior Partnership in the approximate amount of Eleven Million Five Hundred Fifty-Eight Thousand Two Hundred Forty-Three Dollars (\$11,558,243) (the "Seller Loan");

v. A loan from East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation in the approximate amount of Six Million Seven Hundred Thousand Dollars (\$6,700,000) (the "Sponsor Loan");

vi. Low Income Housing Tax Credit investor equity funds in the approximate amount of Twenty-Five Million Nine Hundred Eight Three Hundred Eight-Nine Dollars (\$25,908,389) provided by Borrower's limited partner; and

vii. Capital contribution from Borrower's general partner in the approximate amount of Two Million One Hundred Sixty-Six Thousand Three Hundred Seventy-Nine Dollar (\$2,166,379) comprised of \$500,000 in reserves, \$1,666,279 in Community Project Funding, and \$100 in general partner funds.

4. **Borrower** Section 1.1(h) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(h) "Borrower" means Giant Development II, LP, a California limited partnership."

5. **Deed of Trust** Section 1.1(o) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(o) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated July 25, 2024 among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property."

6. **Intercreditor Agreement**. Section 1.1(z) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(z) "Intercreditor Agreement" means the Second Amended and Restated Intercreditor Agreement by and among Borrower, the County, and the City dated July 25, 2024, recorded against the Property."

7. **Loan**. Section 1.1(aa) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(aa) "Loan" means the loan to Borrower from the County in the amount of Two Million Five Hundred Fourteen Thousand Seven Hundred Twenty-Seven Dollars (\$2,514,727)."

8. **Note.** Section 1.1(dd) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(dd) "Note" means the promissory note executed by Borrower dated July 25, 2024 in the amount of the Loan."

9. **Regulatory Agreement.** Section 1.1(hh) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(hh) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants executed by East Bay Asian Local Development Corporation and the County dated September 30, 2004, and recorded against the Property on September 30, 2004 as Instrument No. 2004-376348-00, as assigned to Giant Development, L.P., a California limited partnership pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000, as amended by a First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants dated July 25, 2024 between Borrower and the County, recorded against the Property."

10. **Term.** Section 1.1(kk) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(kk) "Term" means the term of this Agreement which commenced on December 15, 2005 and terminates on July 25, 2081."

11. **Interest.** Section 2.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Subject to the provisions of Subsection (b) below, the Loan bears interest from July 25, 2024 at 4.61%, compounding annually, until full repayment of the outstanding balance of the Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of July 25, 2024."

12. **Repayment.** Sections 2.7(a) and (b) of the Loan Agreement are deleted in their entirety and replaced with the following:

"(a)

1. **Initial County Loan Repayment.** Commencing on May 1, 2027, and on May 1 of each year thereafter during the Term until One Million Dollars (\$1,000,000) of the Deferred Portion of Developer Fee has been paid, Borrower shall make a loan payment to the County of the Loan in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts.

ii. **Subsequent County Loan Repayment.** Commencing on May 1 of each year of the Term after the year in which One Million Dollars (\$1,000,000) of the Deferred Portion of Developer Fee has been paid, and on May 1 of each year thereafter

during the Term, Borrower shall make a loan payment to the County of the Loan in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. The County will credit payments made first, to accrued interest, and second, to principal.

iv. All capitalized terms used in this Section but not defined in this Agreement have the meanings set forth in the Intercreditor Agreement.

(b) Intentionally Omitted."

13. **Limited Partner Transfers.** Section 4.14(c) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(c) The County hereby approves the admission of Wincopin Circle LLLP to Borrower as a limited partner. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in Borrower's partnership agreement; and (ii) in subsequent Transfers, the initial limited partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner."

14. **Notices.** Section 7.9 of the Loan Agreement is deleted in its entirety and replaced with the following:

"Section 7.9 Notices.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

(1) if intended for the County is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Borrower is to be addressed to:

Giant Development II, LP
c/o East Bay Asian Local Development Corporation
1825 San Pablo Avenue, Suite 200

Oakland, CA 94612
Attention: Chief Executive Officer

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable)."

15. **Rehabilitation of the Development.** All requirements in the Loan Agreement regarding the construction of the Development apply to the original construction of the Development which was completed in 2008. The County, through this First Amendment, is not imposing requirements on the rehabilitation of the Development.

16. **Subordination.** The County agrees to subordinate the Deed of Trust, the Intercreditor Agreement, and the Amendment to Regulatory Agreement to the deeds of trust and regulatory agreements to be recorded against the Property in connection with the Bank Construction Loan, Bank Permanent Loan, and the HCD LPR Loan, provided the County receives adequate notice and cure rights pursuant to a subordination agreement in a form approved by the County. The County will not subordinate the Deed of Trust, the Intercreditor Agreement, or the Amendment to Regulatory Agreement to the lien of the deeds of trust securing the Seller Loan or the Sponsor Loan.

17. **Conditions Precedent to Closing.** The County shall not be obligated to authorize closing on the Loan until the following conditions precedent have been satisfied:

- a. Borrower has executed the Assignment Agreement and the County Amended Documents;
- b. The Deed of Trust, the Intercreditor Agreement, and the Amendment to Regulatory Agreement have been recorded against the Property in the official records of Contra Costa County; and
- c. A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing to the County an ALTA Lender's Policy of insurance

insuring the priority of the Deed of Trust in the amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars (\$2,520,846).

18. **Approved Development Budget.** Exhibit C to the Loan Agreement is deleted in its entirety and replaced with the Development Budget attached as Exhibit B to this First Amendment.

19. **Full Force and Effect.** Except as set forth in this First Amendment, the Loan Agreement, remains unmodified and in full force and effect.

20. **Counterparts.** This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties are executing this First Amendment as of the day first above written.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation
and Development

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development
Corporation,
a California nonprofit public benefit
corporation,
its manager

By: _____
Capri Roth, EVP of Real Estate
Development

EXHIBIT A

Legal Description of the Property

Real Property situated in the County of Contra Costa, City of San Pablo, State of California, and described as follows:

PARCEL ONE:

All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7, 1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South 12° 25' 00" West a distance of 363.51 feet;

Thence South 77° 35' 00" East a distance of 314.00 feet;

Thence North 12° 25' 00" East a distance of 273.74 feet;

Thence South 77° 35' 00" East a distance of 26.00 feet;

Thence North 12° 25' 00" East a distance of 89.77 feet;

Thence North 77° 35' 00" West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004- 353917 of Official Records.

PARCEL TWO:

Non-exclusive easements for access, drainage and utilities, created as an appurtenance to Parcel One above in the "Easement and Maintenance Agreement" executed by and between Pulte Home Corporation, a Michigan Corporation and Giant Development L.P., a California limited partnership recorded April 14, 2006 as Instrument No. 2006-116461, Official Records, over, under and upon the following described land:

Being a portion of Lot "J" as said Lot is shown on that certain Map entitled "Subdivision No. 8921, for Condominium purposes, Devon Square in the City of San Pablo", filed February 1, 2006 in Book 487 of Maps at Pages 7 to 10, inclusive, of Official Records of Contra Costa County, more particularly described as follows:

Beginning at a point on the mostly Westerly line of said Subdivision No. 8921, being the Southerly terminus of the line shown as "North 12° 25' 00" East, 273.74" on the last said Map;

Thence from said point of beginning, along the last said mostly Westerly line, North 12° 25' 00" East, 273.74 feet to a point on the Northerly line of the last said Subdivision;

Thence along the last said Northerly line, South 77° 35' 00" East, 24.00 feet;

Thence leaving the last said Northerly line, along the mostly Easterly line of said Lot J and its Northerly production, South 12° 25' 00" West, 127.75 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 23.00 feet to a point on the last said mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J, South 12° 25' 00" West, 0.50 feet to a point on a nontangent curve concave to the Southeast having a radial which bears North 12° 25' 00" East, a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Westerly, Southwesterly and Southerly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 88.98 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 2.85 feet to a point on the mostly Northerly line of the right of way of Lake Street as said street is shown on the last said Subdivision No. 8921 and being also a non-tangent curve, concave to the South, having a radial which bears North 21° 45' 12" East, a radius of 25.25 feet and a central angle of 9° 29' 12";

Thence Westerly along the arc of said curve, 4.28 feet;

Thence continuing along the last said right of way of Lake Street, North 77° 35' 00" West, 29.74 feet to the point of beginning.

APN: 412-060-005-3

EXHIBIT B

Approved Development Budget