

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

SECOND AMENDED AND RESTATED INTERCREDITOR AGREEMENT

(Giant Road)

This Second Amended and Restated Intercreditor Agreement (the "Agreement") is dated July 25, 2024, and is among the City of San Pablo, a municipal corporation (the "City"), 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"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is acquiring from Giant Development, L.P., a California limited partnership (the "Prior Partnership") that certain 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"). The Property is improved with an eighty-six (86) unit affordable housing development, 84 of which are for rental to extremely low, very low and low income households, and two manager's units (the "Development"). 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. The County previously provided the Prior Partnership the following loans: (i) a loan in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000), funded with Six Hundred Thousand Dollars (\$600,000) of HOME Funds and Six Hundred Thousand Dollars (\$600,000) of CDBG Funds, and (ii) a loan in the amount of Five Hundred Thousand Dollars (\$500,000) of HOME Funds, (collectively, the "County Original Loans.")

D. In support of the rehabilitation of the Improvements, the County has agreed to consent to the assignment of the County Original Loans to Borrower and restructure the County Original Loans such that the principal amount is Two Million Five Hundred Twenty Thousand

Eight Hundred Forty-Six Dollars (\$2,520,846) which amount represents the original principal amount of the County Original Loans, plus interest accrued on the County Original Loans as of the date of this Agreement (the "Restructured County Loan").

E. The Restructured County Loan is evidenced by the following documents (among others): (i) a First Amended and Restated CDBG/HOME Loan Agreement between the Prior Partnership and the County dated December 15, 2005, as assigned to Borrower pursuant to an Assignment, Assumption, and Consent Agreement of even date herewith, and as modified by a First Amendment to First Amended and Restated CDBG/HOME Loan Agreement executed by Borrower and the County of even date herewith (the "County Loan Agreement"); (ii) a Promissory Note dated of even date herewith, executed by Borrower for the benefit of the County in the amount of the Restructured County Loan (the "County Note"); and (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated of even date herewith among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

F. The City previously provided the Prior Partnership the following loans: (i) a loan in the amount of Five Hundred Thousand Dollars (\$500,000), and (ii) a loan in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000), collectively, the "City Original Loans."

G. In support of the rehabilitation of the Improvements, the City has agreed to consent to the assignment of the City Original Loans to Borrower and restructure the City Original Loans; the sum of One Million Five Hundred Forty-Nine Thousand Dollars (\$1,549,164) represents the current principal balance of the City Original Loans as of the date of this Agreement (the "Restructured City Loan").

H. The Restructured City Loan is evidenced by the following documents (among others): (i) that certain Promissory Note executed by Borrower for the benefit of the City in the amount of the Restructured City Loan (the "City Note"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the City, as beneficiary, recorded against the Property concurrently herewith (the "City Deed of Trust").

I. East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation ("EBALDC"), the City and the County previously entered into an Intercreditor Agreement dated as of September 30, 2004, and recorded against the Property on September 30, 2004 as Instrument No. 2004- 376351, as amended by that certain First Amendment to Intercreditor Agreement dated as of August 15, 2005, and recorded on August 18, 2005, as Instrument No. 2005-0311384-00, and as assigned to the Prior Partnership pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000, and as amended and restated by an Amended and Restated Intercreditor Agreement recorded on September 11, 2009, as Instrument Number 2009-0216915-00 (the "Original Intercreditor Agreement"). This Agreement amends and restates in its entirety the Original Intercreditor Agreement.

J. The City and the County desire to cause the City Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, and (ii) the Lenders' Share of Residual Receipts and the Local Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:
 - (a) "Annual City Loan Payment" has the meaning in Section 2(b)(iii).
 - (b) "Annual County Loan Payment" has the meaning in Section 2(a)(iii).
 - (c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
 - i. property taxes and assessments imposed on the Development;
 - ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Bank Construction Loan or Bank Permanent Loan;
 - iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;
 - iv. fees paid to the Issuer;
 - v. payment to HCD of a portion of the accrued interest on the HCD LPR Loan pursuant to California Code of Regulations, Title 25, Section 7308;
 - vi. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;
 - vii. the Partnership/Asset Fee;
 - viii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;
 - ix. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

- x. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- xi. maintenance and repair expenses and services;
- xii. any annual license or certificate of occupancy fees required for operation of the Development;
- xiii. security services;
- xiv. advertising and marketing;
- xv. cash deposited into the replacement reserve account annually in the amount of Five Hundred Dollars (\$500) per unit;
- xvi. cash deposited into the operating reserve account to maintain the amount of six months of Operating Expenses (excluding amounts deposited to initially capitalize the account);
- xvii. payment of any previously unpaid portion of Priority Portion of Developer Fee (without interest);
- xviii. extraordinary operating costs specifically approved in writing by the County and the City; and
- xix. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and the rehabilitation of the Improvements in addition to the Restructured County Loan and the Restructured City 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 (the "Issuer") and loaned to Borrower by the Bank (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 ("HCD") in the approximate amount of Eight Million

Four Hundred Sixty-Three Thousand Five Hundred Two Dollars (\$8,463,502) (the "HCD LPR Loan");

iii. 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");

iv. A loan from EBALDC in the approximate amount of Six Million Seven Hundred Thousand Dollars (\$6,700,000) (the "Sponsor Loan");

v. Low Income Housing Tax Credit investor equity funds in the approximate amount of Twenty-Five Million Nine Hundred Eight Thousand Three Hundred Eight-Nine Dollars (\$25,908,389) provided by the Investor Limited Partner; and

vi. 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.

(e) "Bank" means Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company, and its successors and assigns.

(f) "Bank Construction Loan" has the meaning set forth in Section 1.1(d)(i).

(g) "Bank Permanent Loan" has the meaning set forth in Section 1.1(d)(i).

(h) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(i) "Borrower's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(j) "Cash Developer Fee" means the Two Million Dollar (\$2,000,000) portion of Developer Fee paid from development sources prior to Permanent Conversion.

(k) "CDBG Funds" means Community Development Block Grant Program funds received by the County from HUD under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended.

(l) "City" has the meaning set forth in the first paragraph of this Agreement.

(m) "City Additional Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of the Restructured County Loan and the Restructured City Loan.

(n) "City Deed of Trust" has the meaning set forth in Paragraph H of the Recitals.

(o) "City Loan Agreement" has the meaning set forth in Paragraph H of the Recitals.

(p) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of (i) the Restructured County Loan, (ii) the Restructured City Loan, and (iii) the HCD LPR Loan.

(q) "City Note" has the meaning set forth in Paragraph H of the Recitals.

(r) "City Original Loans" has the meaning set forth in Paragraph F of the Recitals.

(s) "County" has the meaning set forth in the first paragraph of this Agreement.

(t) "County Additional Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured County Loan by the sum of the Restructured County Loan and the Restructured City Loan.

(u) "County Deed of Trust" has the meaning set forth in Paragraph E of the Recitals.

(v) "County Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(w) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured County Loan by the sum of (i) the Restructured County Loan, (ii) the Restructured City Loan, and (iii) the HCD LPR Loan.

(x) "County Note" has the meaning set forth in Paragraph E of the Recitals.

(y) "County Original Loans" has the meaning set forth in Paragraph C of the Recitals.

(z) "Deeds of Trust" has the meaning set forth in Paragraph J of the Recitals.

(aa) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(bb) "Deferred Portion of Developer Fee" means that portion of the Developer Fee remaining after payment of the Cash Developer Fee and the Priority Portion of Developer Fee, which amount may not exceed Two Million Two Hundred Twenty-Six Thousand Nine Hundred Seventeen Dollar (\$2,226,917).

(cc) "Developer Fee" means the maximum cumulative fee that may be paid to any entity or entities providing development services to the Development, whether paid up front out of development sources or on a deferred basis, not to exceed Four Million Seven Hundred Twenty-Six Thousand Nine Hundred Seventeen Dollars (\$4,726,917).

(dd) "Development" has the meaning set forth in Paragraph B of the Recitals.

(ee) "EBALDC" has the meaning set forth in Paragraph I of the Recitals.

(ff) "Enforcing Party" has the meaning set forth in Section 6(b).

(gg) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(hh) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a party to this Agreement in connection with such foreclosure or other action.

(ii) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- i. all rents, fees and charges paid by tenants;
- ii. Section 8 payments and other rental or operating subsidy payments received for the dwelling units;
- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(jj) "HCD" has the meaning set forth in Section 1(d)(ii).

(kk) "HCD LPR Loan" has the meaning set forth in Section 1.1(d)(ii).

(ll) "HOME Funds" means Home Investment Partnerships Act funds received by the County from HUD pursuant to the Cranston-Gonzales National Housing Act of 1990.

(mm) "HUD" means the United States Department of Housing and Urban Development.

(nn) "Improvements" has the meaning set forth in Paragraph B of the Recitals.

(oo) "Investor Limited Partner" means Wincopin Circle LLLP, and its permitted successors and assigns.

(pp) "Issuer" has the meaning set forth in Section 1.1(d)(i).

(qq) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(rr) "Local Lenders" means the County and the City.

(ss) "Local Lenders' Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(tt) "Original Intercreditor Agreement" has the meaning set forth in Paragraph I of the Recitals.

(uu) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.

(vv) "Partnership/Asset Fee" means: (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner of Borrower during the Fifteen Year Compliance Period, which amount is not to exceed Thirty-Nine Thousand Five Hundred Four Dollars (\$39,504) per year in the aggregate, increasing by 3.5% annually, provided that unpaid Partnership/Asset Fees may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned; and (ii) after the expiration of the Fifteen Year Compliance Period, asset management fees payable to the partners of Borrower, in the amounts approved by the County.

(ww) "Permanent Conversion" means the date that the Bank Construction Loan converts to the Bank Permanent Loan.

(xx) "Priority Portion of Developer Fee" means a portion of the Developer Fee that is equal to the Five Hundred Thousand Dollar (\$500,000) and is paid as an Annual Operating Expense.

(yy) "Prior Partnership" has the meaning set forth in Paragraph B of the Recitals.

(zz) "Property" has the meaning set forth in Paragraph B of the Recitals.

(aaa) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(bbb) "Restructured City Loan" has the meaning set forth in Paragraph G of the Recitals.

(ccc) "Restructured County Loan" has the meaning set forth in Paragraph D of the Recitals.

(ddd) "Seller Loan" has the meaning set forth in Section 1.1(d)(iii).

(eee) "Sponsor Loan" has the meaning set forth in Section 1.1(d)(iv).

(fff) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(ggg) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-seventh (57th) anniversary of the date of this Agreement.

2. Annual Payments to County and City.

(a) Restructured County Loan.

i. 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 Restructured County 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 Restructured County Loan in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) County Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. Annual Payment. Each payment received by the County is termed an "Annual County Loan Payment". The County shall apply all Annual County Loan Payments to the Restructured County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

iv. Loan Documents. Borrower shall repay the Restructured County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the City,

without the City's prior written approval, which the City may withhold in its sole discretion.

(b) Restructured City Loan.

i. Initial City 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 City of the Restructured City Loan in an amount equal to the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts.

ii. Subsequent City 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 City of the Restructured City Loan in an amount equal to the sum of (1) the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the City Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. Annual Payment. Each payment received by the City is termed an "Annual City Loan Payment". The City shall apply all Annual City Loan Payments to the Restructured City Loan as follows: (1) first, to accrued interest, if any, and (2) second, to principal for the Restructured City Loan.

iv. Loan Documents. Borrower shall repay the Restructured City Loan pursuant to the terms of the City Loan Agreement and the City Note. In the event of any conflict between the repayment terms of the City Loan Agreement, City Note and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Repayment of Sponsor Loan, Seller Loan and Deferred Portion of Developer Fee.

(a) Sponsor Loan and Seller Loan. The Sponsor Loan and the Seller Loan may only be repaid from Borrower's Share of Residual Receipts.

(b) Deferred Portion of Developer Fee.

i. Up to One Million Dollars (\$1,000,000) of the Deferred Portion of Developer Fee may be paid from the Local Lenders' Share of Residual Receipts and Borrower's Share of Residual Receipts.

ii. Any remaining portion of the Deferred Portion of Developer Fee may only be paid from Borrower's Share of Residual Receipts.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1 2026, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient

amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the City Deed of Trust or the County Deed of Trust may be recorded prior to the other, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the Restructured City Loan and the Restructured County Loan.

(b) Neither the City nor the may make a demand for payment from Borrower or accelerate the City Note or the County Note, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the party enforcing its rights (the "Enforcing Party") to the other party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing party is requesting the other party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under Restructured City Loan and/or Restructured County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other party by a deed of trust secured by the Property. Notwithstanding any failure of a party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such party, the priority and rights as between the lenders that are parties to this Agreement are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under one or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Additional Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Percentage by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the Restructured City Loan and the Restructured County Loan, the City and County are entitled to

insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Additional Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the Restructured City Loan and the Restructured County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. 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:

City:	City of San Pablo 1000 Gateway Avenue San Pablo, CA 94806 Attn: City Manager
County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director
Borrower:	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).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

16. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

17. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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

APPROVED AS TO FORM:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

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

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

Signatures continue on following page

APPROVED AS TO FORM:

By: _____
_____,
City Attorney

CITY:

CITY OF SAN PABLO, a municipal corporation

By: _____
_____, City Manager

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

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.

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Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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