

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

FIRST AMENDMENT TO
REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Berrellesa Palms)
(HOME, CDBG, and HOPWA Funds)

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the "First Amendment") is dated _____, 2015, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Berrellesa Palms, L.P., a California limited partnership ("Borrower").

RECITALS

- A. The County and Borrower are parties to a Regulatory Agreement and Declaration of Restrictive Covenants between the County and the Borrower dated December 1, 2012, which was recorded in the official records of Contra Costa County on December 19, 2012, as Instrument No. 2012-0324150 (the "Agreement").
- B. The parties desire to amend the Agreement to change the affordability requirements applicable to HOPWA Units such that the affordability of the Development is as follows:

Unit Type	Affordability	HOME/CDBG UNITS	HOPWA UNITS	TOTAL
1 Bedroom	20%	3		3
1 Bedroom	35%	4	3	7
1 Bedroom	40%	5		5
1 Bedroom	50%	9		9
TOTAL		21	3	24

- C. The parties also desire to correct the numbering in Section 1.1 of the Agreement.

The parties therefore agree as follows:

AGREEMENT

1. Capitalized terms used but not defined in this First Amendment are as defined in the Agreement.
2. Section 1.1 Definitions is deleted in its entirety and replaced with the following:

1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as defined under the Section 8 Housing Assistance Payment programs in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 574.310(d)(1) for the HOPWA Units, and 24 CFR 92.203(b)(1) for the HOME Units.

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

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(e) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(f) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(g) "City" means the City of Martinez, California, a municipal corporation.

(h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(i) "County-Assisted Units" means the twenty-four (24) Units within the Development designated as assisted by the County pursuant to this Agreement, which Units are "floating" Units as defined in 24 C.F.R. 92.252(j).

(j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among

Borrower, as trustor, Chicago Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and Borrower's performance of the covenants set forth in the documents evidencing the Loan.

(k) "Development" has the meaning set forth in Paragraph E of the Recitals.

(l) "Forty Percent Household" means a household with an Adjusted Income that does not exceed forty percent (40%) of Median Income, adjusted for Actual Household Size.

(m) "Forty Percent Rent" means the maximum allowable rent for a Forty Percent Unit pursuant to Section 2.2(d) below.

(n) "Forty Percent Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Forty Percent Households.

(o) "HOME" means the Home Investment Partnerships Act Program funded pursuant to the Cranston-Gonzales National Housing Act of 1990.

(p) "HOME Funds" has the meaning set forth in Paragraph C of the Recitals.

(q) "HOME Regulations" means the regulations set forth in 24 C.F.R. Part 92.

(r) "HOME Term" means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the date of this Agreement.

(s) "HOME Units" means the County-Assisted Units.

(t) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(u) "HOPWA Eligible Household" means a household that includes at least one Person with HIV/AIDS.

(v) "HOPWA Funds" has the meaning set forth in Paragraph D of the Recitals.

(w) "HOPWA Regulations" means the regulations set forth in 24 C.F.R. Part 574.

(x) "HOPWA Term" means the period beginning on the date of this Agreement and ending on the tenth (10th) anniversary of the date of this Agreement, unless earlier terminated pursuant to Section 2.4.

(y) "HOPWA Units" means three (3) of the County-Assisted Units which Units are (i) Thirty-Five Percent Units, and (ii) restricted to occupancy by HOPWA Eligible Households during the HOPWA Term.

(z) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(aa) "Loan" has the meaning set forth in Paragraph F of the Recitals.

(bb) "Loan Agreement" has the meaning set forth in Paragraph F of the Recitals.

(cc) "Loan Documents" means the documents executed by Borrower evidencing the Loan including the Note, the Loan Agreement, and the Deed of Trust.

(dd) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(ee) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2.

(ff) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(gg) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.

(hh) "Other Regulatory Agreements" means: (i) the regulatory agreement and declaration of restrictive covenants associated with the County multi-family housing revenue tax exempt bonds that were purchased by Bank of the West, the proceeds of which were loaned to the Borrower, (ii) the regulatory agreement associated with the Low Income Housing Tax Credits awards to Borrower by the California Tax Credit Allocation Committee, and (iii) the regulatory agreement associated with the Multifamily

Housing Program loan from the California Department of Housing and Community Development to Borrower, all of which will be recorded against the Property.

(ii) "Person with HIV/AIDS" means a person with the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV), as confirmed by a certification of HIV-positive test status to be delivered to and maintained on file by Borrower as such definition may be amended as set forth in 24 C.F.R. 574.3.

(jj) "Property" has the meaning set forth in Paragraph E of the Recitals.

(kk) "Remainder Term" means the period that begins on the date the HOPWA Term expires or is terminated by the County pursuant to Section 2.4, and ends on the last day of the Term.

(ll) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(mm) "Social Services Plan" has the meaning set forth in the Loan Agreement.

(nn) "Tenant" means the tenant household that occupies a Unit in the Development.

(oo) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(pp) "Thirty-Five Percent Household" means a household with an Adjusted Income which does not exceed thirty-five percent (35%) of Median Income, adjusted for Actual Household Size.

(qq) "Thirty-Five Percent Rent" means the maximum allowable rent for a Thirty-Five Percent Unit pursuant to Section 2.2(c) below.

(rr) "Thirty-Five Percent Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Thirty-Five Percent Households.

(ss) "Twenty Percent Household" means a household with an Adjusted Income which does not exceed twenty percent (20%) of Median Income, adjusted for Actual Household Size.

(tt) "Twenty Percent Rent" means the maximum allowable rent for a Twenty Percent Unit pursuant to Section 2.2(b) below.

(uu) "Twenty Percent Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Twenty Percent Households.

(vv) "Unit(s)" means one (1) or more of the units in the Development.

(ww) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as set forth in 24 C.F.R. Section 92.2.

(xx) "Very Low Income Units" means the Units which, pursuant to Section 2.1(d) below, are required to be occupied by Very Low Income Households.

3. Section 2.1 Occupancy Requirements is deleted in its entirety and replaced with the following:

2.1 Occupancy Requirements.

(a) Twenty Percent Units. During the Term, Borrower shall cause three (3) Units to be occupied or, if vacant, available for occupancy, by Twenty Percent Households.

(b) Thirty-Five Percent Units.

(1) During the HOPWA Term, Borrower shall cause seven (7) Units to be occupied or, if vacant, available for occupancy, by Thirty-Five Percent Households, of which three (3) must be HOPWA-Eligible Households.

(2) During the Remainder Term, Borrower shall cause seven (7) Units to be occupied or, if vacant, available for occupancy, by Thirty-Five Percent Households, which households are not required to be HOPWA-Eligible Households.

(c) Forty Percent Units. During the Term, Borrower shall cause five (5) Units to be occupied or, if vacant, available for occupancy, by Forty Percent Households.

(d) Very Low Income Units. During the Term, Borrower shall cause nine (9) Units to be occupied or, if vacant, available for occupancy, by Very Low Income Households.

(e) Intermingling of Units. The County-Assisted Units are to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

(f) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(g) Senior Occupancy. Borrower has elected to operate the Development as a senior housing development and as such to require all Units in the Development, except for the resident manager's unit, to be occupied or held available for occupancy by households containing "elderly" or "senior citizen" residents. Borrower shall operate the Development at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the United States Fair Housing Act, as amended, and (iii) the California Fair Employment and Housing Act, which relate to lawful senior housing. Borrower shall develop and implement appropriate age verification procedures to ensure compliance with the requirements of this Section. Borrower shall provide the County with a copy of its written verification procedures. Borrower shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for seniors. The indemnification provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

4. Section 2.2 Allowable Rent is deleted in its entirety and replaced with the following:

2.2 Allowable Rent.

(a) HOPWA Rent.

(1) During HOPWA Term. Subject to the provisions of Section 2.3 below, the total monthly Rent paid by a Tenant of a HOPWA Unit during the HOPWA Term may not exceed the amount that is equal to the greater of:

(A) thirty percent (30%) of the household's monthly Adjusted Income, as adjusted pursuant to 24 C.F.R. 574.310(d)(1);

(B) ten percent (10%) of the household's monthly gross income; and

(C) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is so designated.

(2) Following Expiration of the HOPWA Term. Subject to Section 2.3 below and the HOPWA Regulations, following the expiration of the HOPWA Term, the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit, must be equal to the amount specified in Section 2.2(a)(1).

(3) Following Termination of the HOPWA Term. Subject to Section 2.3 below and the HOPWA Regulations, following the termination of the HOPWA Term pursuant to Section 2.4 below, the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit, must be equal to the amount specified in Section 2.2(c).

(b) Twenty Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Twenty Percent Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of twenty percent (20%) of Median Income, adjusted for Assumed Household Size.

(c) Thirty-Five Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Thirty-Five Percent Unit that is not a HOPWA Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty-five percent (35%) of Median Income, adjusted for Assumed Household Size.

(d) Forty Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Forty Percent Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of forty percent (40%) of Median Income, adjusted for Assumed Household Size.

(e) Very Low Income Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Very Low Income Unit, may not exceed the Low HOME Rent.

(f) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

5. Section 2.3 Rent Increases; Increased Income of Tenants is deleted in its entirety and replaced with the following:

2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. The initial Rent and subsequent Rent for all HOME Units must be approved by the County prior to occupancy and are subject to the HOME Regulations. The initial Rent and subsequent Rent for all HOPWA Units must be approved by the County prior to occupancy and are subject to the HOPWA Regulations during the HOPWA Term. All Rent increases for all County-Assisted Units are also subject to County approval. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. Tenants are to be given at least sixty (60) days written notice prior to any Rent increase. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units annually.

(b) Increased Income of HOPWA Eligible Household During HOPWA Term. Subject to Subsection (a) above, in the event that upon the annual certification of the income of a HOPWA Eligible Household Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of a Thirty-Five Percent Household, the Tenant may continue to occupy the Unit and be charged rent consistent with Section 2.2(a)(1) above. During the HOPWA Term Borrower shall then rent the next available HOPWA Unit to a Thirty-Five Percent Household that is also a HOPWA Eligible Household, to comply with the requirements of Section 2.1(a)(1) above.

(c) Increased Income above Twenty Percent Income but below Low Income Limit During Remainder Term. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Twenty Percent Unit, Borrower determines that the income of a Twenty Percent Household has increased above the qualifying limit for a Twenty Percent Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Twenty Percent Rent. Borrower shall then rent the next available Unit to a Twenty Percent Household to comply with the requirements of Section 2.1(a)(2) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(b), or re-designate another comparable Unit in the Development with a Twenty Percent Household a Twenty Percent Unit, to comply with the requirements of Section 2.1(a)(2) above. Upon renting the next available Unit in accordance with Section 2.1(a)(2) or re-designating another Unit in the Development as a Twenty Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Increased Income above Thirty-Five Percent Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Thirty-Five Percent Unit that is not also a HOPWA Unit, Borrower determines that the income of a Thirty-Five Percent Household has increased above the qualifying limit for a Thirty-Five Percent Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Thirty-Five Percent Rent. Borrower shall then rent the next available Unit to a Thirty-Five Percent Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(c), or re-designate another comparable Unit in the Development with a Thirty-Five Percent Household a Thirty-Five Percent Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Thirty-Five Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) Increased Income above Forty Percent Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Forty Percent Unit, Borrower determines that the income of a Forty Percent Household has increased above the qualifying limit for a Forty Percent Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Forty Percent Rent. Borrower shall then rent the next available Unit to a Forty Percent Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(d), or re-designate another comparable Unit in the Development with a Forty Percent Household a Forty Percent Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Forty Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(f) Increased Income above Very Low Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of a Very Low Income Household has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(d) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(e), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(d) above. Upon renting the next available Unit in accordance with Section 2.1(d) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(g) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Borrower determines that the income of a Twenty Percent Income Household, Thirty-Five Percent Household (that is not a HOPWA Eligible Household residing in the Unit during the HOPWA Term), Forty Percent Household, or Very Low Income Household has increased above the qualifying limit for a Low Income Household, such Tenant shall be permitted to retain the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written notice, the Rent must be increased to the lesser of one-twelfth ($1/12^{\text{th}}$) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and Borrower shall rent the next available Unit to a Twenty Percent Income Household, Thirty-Five Percent Household, Forty Percent Household, or Very Low Income Household, as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with a Twenty Percent Income Household, Thirty-Five Percent Household, Forty Percent Household, or Very Low Income Household, as applicable, as a County-Assisted Unit, to meet the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as a County-Assisted Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(h) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

6. Following its execution by both parties, this First Amendment is to be to be recorded in the official records of the County of Contra Costa against the real property described in Exhibit A.
7. All other terms of the Agreement remain unchanged.

Signatures on Following Page

The parties are signing this First Amendment as of the date first written above.

COUNTY:

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

By: _____

Its: _____

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: Kathleen M. Clausius
Deputy County Counsel

BORROWER:

BERRELLESA PALMS, L.P., a California limited
partnership

By: 112 Alves Lane, Inc. a California
nonprofit public benefit corporation,
its general partner

By: _____

Name: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

Signature _____ (seal)

EXHIBIT A

Legal Description

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

BLOCK 141, ORIGINAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS ON FILE IN BOOK "D" OF MAPS ON PAGE 83 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, AND AS SHOWN ON THE "NOTICE OF MERGER-LOT MERGER NO.:LM12-02" RECORDED NOVEMBER 27, 2012 AS INSTRUMENT NO. 2012-301333 OF OFFICIAL RECORDS.

APN: 373-243-001-6

CONSENT OF SECURED LENDER

Bank of the West - \$14,050,000 Loan

The undersigned as beneficiary under that certain deed of trust dated December 1, 2012 and recorded in the Official Records of Contra Costa County on December 19, 2012, as Instrument No. 2012-324148, as assigned to the undersigned by an assignment recorded on December 19, 2012, as Instrument No. 2012-324149, securing a loan of \$14,050,000, hereby agrees consents to the recordation of the foregoing First Amendment in the Official Records of Contra Costa County.

Bank of the West, a California banking corporation

By: _____

Its: _____

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.

SIGNATURE MUST BE NOTARIZED

State of California

County of _____

On _____ before me _____,
Date

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.

Place Notary Seal Above

Signature of Notary Public

Consent and Subordination

CONSENT AND SUBORDINATION OF SECURED LENDER

Bank of the West - \$490,000 AHP Loan

The undersigned as beneficiary under that certain deed of trust dated April 15, 2013, and recorded in the Official Records of Contra Costa County on April 24, 2013, as Instrument No. 2013-102097, securing a loan of \$490,000, hereby agrees that the foregoing deed of trust, shall be subject and subordinate to the Regulatory Agreement, as amended by the foregoing First Amendment.

Bank of the West, a California banking corporation

By: _____

Its: _____

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.
--

SIGNATURE MUST BE NOTARIZED

State of California

County of _____

On _____ before me _____,
Date

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.

Place Notary Seal Above

Signature of Notary Public