

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

No fee document pursuant to  
Government Code Section 27383 and 27388.1

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**  
(Heritage Point Apartments)

THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (the "First Amendment") is made as of June \_\_\_\_\_, 2018, and is between the County of Contra Costa, a political subdivision of the State of California ("Beneficiary"), and Heritage Point A/G, L.P., a California limited partnership ("Trustor"), and amends that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing executed by Trustor for the benefit of Beneficiary, dated December 1, 2017, recorded on December 22, 2017 as instrument number 2017-241178 (the "Original Deed of Trust").

RECITALS

A. Beneficiary and Trustor entered into a Disposition, Development and Loan Agreement dated as of December 1, 2017 (the "DDLA") pursuant to which Beneficiary agreed to loan Trustor Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254) (the "Original Loan") for the acquisition and development of certain real property located in the County of Contra Costa, California (the "Property"), as more particularly described in the attached Exhibit A.

B. The Original Loan is evidenced by the following documents among others: (i) the DDLA; (ii) a Promissory Note dated December 1, 2017 and executed by Trustor for the benefit of Beneficiary (the "Original Note"); (iii) a Memorandum of Disposition, Development and Loan Agreement dated December 1, 2017 by and between Beneficiary and Trustor, recorded against the Property on December 22, 2017 as instrument number 2017-241172 (the "Original Memorandum"); and (iv) the Original Deed of Trust.

C. To further assist in the development of the Property, Trustor desires to borrow from Beneficiary an additional of Nine Hundred Ten Thousand Dollars (\$910,000), which, when combined with the Original Loan, results in a total loan amount of Six Million Eight Hundred Thousand Two Hundred Fifty-Four Dollars (\$6,800,254).

D. Beneficiary and Trustor desire to amend the Original Deed of Trust to reflect the increase in the amount of the Original Loan.

E. Concurrently with this First Amendment, Beneficiary and Trustor will: (i) amend and restate the Original Note in its entirety to reflect the changes in the Original Loan, (ii) execute an amendment to the DDLA to increase the Original Loan amount (the "DDLA Amendment"), and (iii) execute and record against the Property a memorandum of the DDLA Amendment, amending the Original Memorandum.

NOW, THEREFORE, in consideration of the recitals and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Definitions. Article 1 of the Original Deed of Trust is deleted and replaced in its entirety as follows:

"In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1. The term "DDLA" means that certain Disposition, Development and Loan Agreement between Trustor and Beneficiary, dated December 1, 2017, as amended by a First Amendment of Disposition, Development and Loan Agreement dated of even date herewith, as such may be amended from time to time, providing for Beneficiary to loan to Trustor Six Million Eight Hundred Thousand Two Hundred Fifty-Four Dollars (\$6,800,254).

Section 1.2. The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.3. The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Six Million Eight Hundred Thousand Two Hundred Fifty-Four Dollars (\$6,800,254).

Section 1.4. The term "Loan Documents" means this Deed of Trust, the Note, the DDLA, and the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.5. The term "Note" means the First Amended and Restated Promissory Note in the principal amount of Six Million Eight Hundred Thousand Two Hundred Fifty-Four Dollars (\$6,800,254) dated of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this

Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.6. The term "Principal" means the amount required to be paid under the Note.

Section 1.7. The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 2017, by and between Beneficiary and Trustor, recorded against the Property on December 22, 2017 as instrument number 2017-241177."

2. Acknowledgement of Subordination. Beneficiary and Trustor acknowledge that the lien of the Deed of Trust as amended by this First Amendment and all indebtedness secured thereby, remains subordinate to the lien of that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 1, 2017, by Trustor, recorded against the Property on December 22, 2017 as instrument number 2017-0241174, as set forth in that certain Subordination and Intercreditor Agreement by and among Trustor, Beneficiary, and Citibank, N.A., dated as of December 1, 2017 and recorded against the Property as Instrument No. 2017-0241187 on December 22, 2017.

3. Full Force and Effect. Except as set forth in this First Amendment, the Original Deed of Trust remains unmodified and in full force and effect.

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

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

**BENEFICIARY:**

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:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**TRUSTOR:**

Heritage Point A/G, L.P.,  
a California limited partnership

By: Heritage Point A/G LLC,  
a California limited liability company,  
its general partner

By: Community Housing Development  
Corporation of North Richmond, a  
California nonprofit public benefit  
corporation, its sole member/manager

By: \_\_\_\_\_  
Donald Gilmore, Executive Director

A notary public or other officer

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

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