

RECORDING REQUESTED BY  
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 document pursuant to  
Government Code Section 278393 and 27388.1

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FIRST AMENDMENT  
OF SUBORDINATION AND INTERCREDITOR AGREEMENT  
(Veterans Square)**

THIS FIRST AMENDMENT OF SUBORDINATION AND INTERCREDITOR AGREEMENT (the "First Amendment") is dated January 1, 2023, and is among the Housing Authority of the City of Pittsburg, a public body corporate and politic (the "Housing Authority"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Veterans Square, L.P., a California limited partnership ("Borrower"):

**RECITALS**

A. Borrower purchased that certain real property located at 901 Los Medanos Street and 295 East 10th Street, in the City of Pittsburg, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") on which Borrower has constructed thirty (30) housing units on the Property, twenty-nine (29) of which are for rental to extremely low, very low and low income households, and one (1) manager's unit (the "Development").

B. The County made a loan to Borrower in the amount of Two Million Two Hundred Thousand Four Hundred Dollars (\$2,200,400) of HOME Investment Partnerships Act funds (the "HOME Loan"), and the Housing Authority made a loan to Borrower in the amount Seven Hundred Eighty Thousand Dollars (\$780,000)(the "Housing Authority Loan"), to facilitate the construction of the Development.

C. The HOME Loan is evidenced by the following documents: (i) a Development Loan Agreement dated as of October 1, 2020 between the County and Borrower, (ii) a Promissory Note executed by Borrower in favor of the County dated October 1, 2020, (iii) a HOME Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower dated October 1, 2020, and recorded October 20, 2020, against the Property as Instrument No. 2020-0243185 in the official records of Contra Costa County (the "HOME

Regulatory Agreement"), (iv) a County Regulatory Agreement and Declaration of Restrictive Covenants between the County and the Borrower dated October 1, 2020, and recorded October 20, 2020, against the Property as Instrument No. 2020-0243184 in the official records of Contra Costa County (the "County Regulatory Agreement"), and (v) secured by a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated October 1, 2020, and recorded October 20, 2020, against the Property as Instrument No. 2020-0243186 in the official records of Contra Costa County (the "County Deed of Trust").

D. The Housing Authority Loan is evidenced by the following documents (among others): (i) a Loan Agreement by and between the Housing Authority and Borrower; (ii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing executed by Borrower for the benefit of the Housing Authority dated October 1, 2020, and recorded October 20, 2020, against the Property as Instrument No. 2020-0243188 in the official records of Contra Costa County (the "Housing Authority Deed of Trust"); (iii) a Regulatory Agreement and Declaration of Restrictive Covenants between the Housing Authority and Borrower dated October 1, 2020, and recorded October 20, 2020, against the Property as Instrument No. 2020-0243187 in the official records of Contra Costa County (the "Housing Authority Regulatory Agreement"), and (iv) a Promissory Note executed by Borrower for the benefit of the Housing Authority in the amount of the Housing Authority Loan. The Housing Authority Deed of Trust and the Housing Authority Regulatory Agreement are collectively referred to as the "Housing Authority Recorded Documents."

E. The County Loan and the Housing Authority Loan are evidenced by a Subordination and Intercreditor Agreement by and among the County, the Housing Authority and Borrower, dated October 1, 2022 and recorded October 20, 2020, against the Property as Instrument No. 2020-0243198 in the official records of Contra Costa County (the "Intercreditor Agreement") pursuant to which the Housing Authority Recorded Documents were subordinated to the County documents which were recorded concurrently with the making of the HOME Loan. Capitalized terms used but not defined in this First Amendment have the meaning set forth in the Agreement.

F. Borrower is borrowing from the County an additional Four Hundred Thousand Dollars (\$400,000) in Housing Opportunities for Persons with AIDS Program funds (the "Additional County Loan Funds") which, when combined with the HOME Loan, results in a loan of Two Million Six Hundred Thousand Four Hundred Dollars (\$2,600,400 (the "County Loan").

G. To evidence the loan of the Additional County Loan Funds the County and Borrower are: (i) amending the County Loan Agreement, County Regulatory Agreement, HOME Regulatory Agreement, and Deed of Trust through the execution of a First Modification Agreement dated December 1, 2022 to be recorded against the Property (the "Modification Agreement"), (ii) amending the Intercreditor Agreement through the execution of this First Amendment, (iii) having the Borrower execute a promissory note in the amount of the Additional County Loan Funds (the "HOPWA Note"), and (iv) executing a HOPWA Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 2022 to be recorded against the Property (the "HOPWA Regulatory Agreement"). The County Deed of Trust, the County Regulatory Agreement, the HOME Regulatory Agreement, the Modification Agreement,

and the HOPWA Regulatory Agreement are collectively referred to as the "County Recorded Documents."

H. The parties desire to modify the Intercreditor Agreement to reflect the change in the County Recorded Documents and reaffirm the subordination of the Housing Authority Recorded Documents to the County Recorded Documents.

NOW, THEREFORE, the parties agree as follows:

1. Subordination. The County Recorded Documents will unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Housing Authority Recorded Documents. The Housing Authority intentionally and unconditionally subordinates all of its rights, titles and interests in and to the Property that result from the Housing Authority Recorded Documents, to the lien or charge of the County Recorded Documents upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loan modifications are being and will be made by the County and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

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

3. 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 have executed this First Amendment as of the day and year first above written.

**BORROWER:**

VETERANS SQUARE, L.P.,  
a California limited partnership

By: Veterans Square LLC,  
a California limited liability company,  
its general partner

By: Satellite Affordable Housing Associates,  
a California nonprofit public benefit  
corporation, its manager

By: \_\_\_\_\_  
Susan Friedland,  
Chief Executive Officer

**APPROVED AS TO FORM:**

Thomas L. Geiger  
Chief Assistant 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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Donna Mooney  
Agency Attorney

**HOUSING AUTHORITY:**

HOUSING AUTHORITY OF THE CITY OF  
PITTSBURG, a public body corporate and politic

By: \_\_\_\_\_  
Garrett Evans, Executive Director

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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COUNTY OF \_\_\_\_\_ )

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Name: \_\_\_\_\_  
Notary Public

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

## EXHIBIT A

### Legal Description of the Property

The land referred to is situated in the County of Contra Costa, City of Pittsburg, State of California, and is described as follows:

#### Parcel One:

Lots 1, 2, 15 and 16 Block 79, Map of Resubdivision of Block 79, City of Pittsburg, filed May 18, 1926 in Map Book 19, Page 504, Contra Costa County Records.

APN: 085-182-001

#### Parcel Two:

Lots 8 and 9, Block 78, as delineated upon the certain Map entitled "Official Map of the City of Pittsburg", filed March 23, 1914, Contra Costa County Records.

APN: 085-196-001