

③ Old Republic Title Company  
Escrow # 0227030543 -MN



City and County of San Francisco  
Joaquin Torres, Assessor-Recorder

Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1

When recorded, mail to:  
Mayor's Office of Housing and Community Development  
City and County of San Francisco  
1 South Van Ness Ave., 5<sup>th</sup> Floor  
San Francisco, California 94103  
Attn: Agnes Defiesta

Doc #	2024043414	Fees	\$0.00
6/5/2024	2:40:07 PM	Taxes	\$0.00
AM	Electronic	Other	\$0.00
Pages	7	Title	026
Customer	9001	SB2 Fees	\$0.00
		Paid	\$0.00

APN: 0853-065 and 0853-066  
Site Address: 78 Haight Street and 120 Octavia Street, San Francisco, CA

-----Space Above This Line for Recorder's Use-----

**FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

(Property Address: 78 Haight Street and 120 Octavia Street)

This First Amendment to Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("First Amendment to Deed of Trust") dated as of June 5, 2024, is attached to and made a part of that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated April 7, 2022 and recorded April 8, 2022, as Document Number DOC-2022036073 (the "Deed of Trust"). The Deed of Trust secures a loan in the amount of Twenty Six Million Seven Hundred Forty Six Thousand Four Hundred Sixty Seven and No/100 Dollars (\$26,746,467.00) (the "Original Loan") made by the City and County of San Francisco, a municipal corporation, represented by the Mayor and acting through the Mayor's Office of Housing and Community Development ("City" or "Beneficiary"), to Octavia RSU Associates, L.P., a California limited partnership ("Borrower" or "Trustor"), whose address is 201 Eddy Street, San Francisco, CA 94108, for development expenses associated with the real property described in the attached Exhibit A.

The Original Loan was evidenced by that certain Amended and Restated Loan Agreement dated April 1, 2022, by and between Trustor and Beneficiary (the "Loan Agreement"), the Amended and Restated Secured Promissory Note dated April 1, 2022 (the "Original Note"), the Secured Promissory Note dated April 1, 2022 (the "No Place Like Home Note"), the Declaration of Restrictions and Affordable Housing Covenant dated as of April 7, 2022 (the "Declaration"), and the Deed of Trust.

Pursuant to that certain First Amendment to the Loan Agreement dated on or about the date hereof, Beneficiary agreed to increase the Original Note by Eight Million Five Hundred Fifty Nine Thousand Seven Hundred Sixty Six and No/100 Dollars (\$8,559,766.00) (the "Additional Loan"), as evidenced by that certain Second Amended and Restated Secured Promissory Note (the "City Funds Note") executed by Borrower to the order of Beneficiary dated on or about the date hereof. The new amount of the Original Note is comprised of the Original Loan and the Additional Loan, and when combined with the No Place Like Home Note,

the new total Loan is Thirty Five Million Three Hundred Six Thousand Two Hundred Thirty Three and No/100 Dollars (\$35,306,233.00) ("Funding Amount").

The Trustor agrees that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Deed of Trust and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Deed of Trust, as amended by this First Amendment to Deed of Trust, the following covenants, terms, and conditions shall control and prevail:

1. Obligations Secured. The parties agree that the Deed of Trust is hereby amended as follows:

- 1.1 Section 2 is hereby deleted in its entirety and replaced with the following:

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

- (a) performance of all present and future obligations of Trustor set forth in the Agreement, as it may be amended from time to time, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, as amended on or about the date hereof, made by Trustor to the order of Beneficiary, the City Funds Note, the No Place Like Home Note (and together with the City Funds Note, the "Notes"), and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement, as amended;

- (b) payment of the indebtedness evidenced by the Agreement as amended and the Notes in the total original principal amount of Thirty Five Million Three Hundred Six Thousand Two Hundred Thirty Three and No/100 Dollars (\$35,306,233.00), with interest, if any, according to the terms of the Agreement, as amended, and the Notes; and


- (c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

2. No Other Change. Except as specifically modified or amended by this First Amendment to Deed of Trust, all other terms and conditions of the Deed of Trust remain the same.

*Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page*

**BENEFICIARY:**

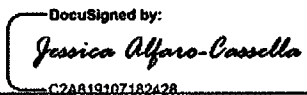
CITY AND COUNTY OF SAN FRANCISCO, a  
municipal corporation, represented by the Mayor,  
acting by and through the Mayor's Office of Housing  
and Community Development

By:   
Daniel Adams  
Director, Mayor's Office of Housing and  
Community Development

SIGNATURE ABOVE MUST BE NOTARIZED

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By:   
C2A619107182428  
Jessica Alfaro-Cassella  
Deputy City Attorney

[Additional signatures follow this page]

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 the document.

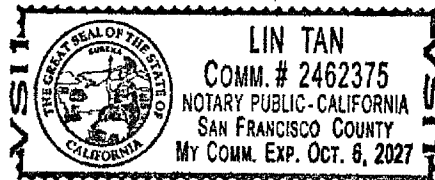
State of California )  
County of San Francisco )

On 5-23-2024, before me, LIN TAN, Notary Public, personally appeared Daniel Adams, 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.

Signature: Lin Tan  
LIN TAN




(Seal)

**TRUSTOR:**

Octavia RSU Associates, L.P.,  
a California limited partnership

By: Octavia RSU GP LLC,  
a California limited liability company,  
its general partner

By: Tenderloin Neighborhood Development Corporation,  
a California nonprofit public benefit corporation,  
its manager

By:   
Katie Lamont  
Interim Co-Chief Executive Officer

**ALL SIGNATURES MUST BE NOTARIZED**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189**

**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 San Francisco

On 4/30/2024 before me, D. Stalker - Notary Public  
*Date Here Insert Name and Title of the Officer*  
 personally appeared Katie Lamont  
*Name(s) of Signer(s)*

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.**



Signature \_\_\_\_\_  
Signature of Notary Public \_\_\_\_\_

**Place Notary Seal Above**

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

**Signer(s) Other Than Named Above:**

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Land**

**A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF  
SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:**

Leasehold estate as created by that certain Ground Lease dated April 7, 2022 made by and between the City and County of San Francisco, a municipal corporation, as lessor, and Octavia RSU Associates, L.P., a California limited partnership, as lessee, for the term of and upon the terms and conditions contained in said lease, a memorandum thereof recorded concurrently herewith in and to the following:

Parcel A and Parcel B as shown on Parcel Map 10527, which Map recorded December 30, 2021 in Book 52 of Parcel Maps, Pages 31-34, inclusive, San Francisco County Records.

APN: 0853-065 and 0853-066 (formerly APN 0853-032)

Street Address:  
78 Haight Street and 120 Octavia Street, San Francisco, CA

**From:** [Romero, Anne \(MYR\)](#)  
**To:** [Board of Supervisors \(BOS\)](#)  
**Subject:** BoS File 240092 | Final Documents for Clerk's File | 78 Haight  
**Date:** Tuesday, December 9, 2025 2:20:48 PM  
**Attachments:** [78H MOHCD Loan Agreement First Amendment Final - fully executed.pdf](#)  
[78H MOHCD 2nd Amended and Restated Note - fully executed.pdf](#)  
[\(2\) First Amendment to Declaration of Restrictions - 2024043413.pdf](#)  
[\(3\) First Amendment to Leasehold Deed of Trust - 2024043414.pdf](#)

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Dear Clerk,

Attached please find the final executed First Amendment to Loan Agreement with accompanying documents to complete the files for BOS File 240092.

- First Amendment to Loan Agreement
- Second Amended and Restated Note
- First Amendment to Declaration of Restrictions
- First Amendment to Leasehold Deed of Trust

Thanks,  
Anne

1. [Leg Ver1](#), 2. [DRAFT First Amendment](#), 3. [Original Agrmnt 040122](#), 4. [PLN GPR Letter 020122](#), 5. [CAHLC Memo 010524](#), 6. [Form 126](#), 7. [BLA Rpt 021424](#), 8. [Cmte Pkt 021424](#), 9. [MOHCD Presentation 021424](#), 10. [MOHCD Memo 022124](#), 11. [Board Pkt 022724](#), 12. [Form 126 Final](#), 13. [Leg Final](#)

Related files: [220092](#)

**Anne Romero**

Senior Project Manager  
Mayor's Office of Housing and Community Development  
1 South Van Ness Ave., Floor 5  
San Francisco CA 94103  
628-652-5834

[anne.romero@sfgov.org](mailto:anne.romero@sfgov.org)  
[www.sfmohcd.org](http://www.sfmohcd.org)