

**Free Recording Requested Pursuant to
Government Code Section 27383**

San Francisco Public Utilities Commission
Real Estate Services Division
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

With a copy to:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

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

APNs: Parcel A: 3180-198; Parcel C: 3180-200;
Parcel D: 3180-201; Parcel E: 3180-202;
and Parcel F: 3180-203 (all formerly
portions of Block 3180, Lot 190)
11 Frida Kahlo Way

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(Balboa Reservoir)**

This First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (“First Amendment to Deed of Trust”) dated as of _____, 2023, is attached to and made a part of that certain deed of trust dated December 20, 2022, and recorded on December 20, 2022, as Document Number 2022112690 (the “Deed of Trust”). The Deed of Trust secures a loan in the amount of Eleven Million Six Thousand Nine Hundred Sixty-Five and No/100 Dollars (\$11,006,965.00) (the “Loan”) made by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation acting by and through its Public Utilities Commission (“Beneficiary” or “City”), to BHC BALBOA BUILDERS, LLC, a California limited liability company (“Trustor”), in connection with the acquisition of the Property as defined in the Deed of Trust.

The Loan is evidenced by a Secured Promissory Carry-Back Note made by Trustor to the order of the City (the “Original Note”), dated December 20, 2022, which Original Note is being amended concurrently herewith by a First Amendment to Secured Promissory Carry-Back Note (the Original Note as amended, the “Note”). The Deed of Trust as amended by this First Amendment to Deed of Trust and the Note are hereinafter referred to as the “Loan Documents”.

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. Amendment to Section 11(a). Section 11(a) is hereby deleted in its entirety and replaced with the following

“(a) Upon satisfaction of the conditions precedent for a release of any portion of the Property pursuant to Section 5.1 of the Note, Beneficiary will instruct Trustee to reconvey such portion of the Property, and Trustee shall within five (5) business days after receipt of such instructions reconvey without warranty such portion of the Property to Trustor.”

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.

[signatures on following page]

TRUSTOR:

BHC BALBOA BUILDERS, LLC,
a California limited liability company

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
Its Manager

By: _____

Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED

SIGNATURES CONTINUE ON NEXT PAGE

BENEFICIARY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Dennis J. Herrera
General Manager
San Francisco Public Utilities
Commission

Authority Pursuant to SFPUC Resolution
No. _____ and Board of Supervisors
Resolution No. _____

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

