

**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., 5th Floor
San Francisco, California 94103
Attn: Agnes Defiesta

APN: Lot 35; Block 6959
Site Address: 4840 Mission Street

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

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

(Property Address: 4840 Mission Street)

This First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("First Amendment to Residential Deed of Trust") dated as of _____, 2023, is attached to and made a part of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Residential) dated June 1, 2021, and recorded June 11, 2021, as Document Number DOC-2021094811 (the "Deed of Trust"). The Deed of Trust secures a loan in the amount of Twenty-Five Million Seven Hundred Fifty-One Thousand Four Hundred Fifty and No/100 Dollars (\$25,751,450) (the "Original Residential 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 4840 MISSION HOUSING ASSOCIATES LP, a California limited partnership ("Borrower" or "Trustor"), whose address is 600 California Street, Suite 900, San Francisco, CA 94108, for development expenses associated with the real property described in the attached **Exhibit A**.

The Original Residential Loan was evidenced by that certain Loan Agreement dated May 21, 2021, by and between Trustor and Beneficiary (the "Loan Agreement") and Secured Promissory Note (Residential) dated May 21, 2021 (the "Original Residential Note"), a Declaration of Restrictions and Affordable Housing Covenant dated as of June 1, 2021 (the "Declaration") and the Deed of Trust.

Pursuant to that certain First Amendment to the Loan Agreement, Beneficiary agreed to increase the Original Residential Loan by Eight Million Nine Hundred Seventy-Seven Thousand Three Hundred Seven and No/100 Dollars (\$8,977,307) (the "Additional Residential Funding Amount"), as evidenced by that certain Amended and Restated Secured Promissory Note ("Residential Note") executed by Borrower to the order of Beneficiary, each dated as of the date set forth above. The new amount of the Residential Note is comprised of the Original Residential Loan and the Additional Residential Funding Amount, is Thirty-Four Million Seven

Hundred Twenty Eight Thousand Seven Hundred Fifty Seven and No/100 Dollars
(\$34,728,757.00).

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 Residential 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"):

- (b) 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, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, that certain Amended and Restated Secured Promissory Note (Residential) dated _____, 2023, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Residential Note"), 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 by that certain First Amendment to the Loan Agreement and the Residential Note in the original principal amount of Thirty-Four Million Seven Hundred Twenty Eight Thousand Seven Hundred Fifty Seven and No/100 Dollars (\$34,728,757.00), with interest, if any, according to the terms of the Agreement, as amended, and the Residential Note;

- (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 Residential 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: _____
Eric D. Shaw
Director, Mayor's Office of Housing and Community Development

SIGNATURE ABOVE MUST BE NOTARIZED

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Deputy City Attorney

TRUSTOR:

4840 MISSION HOUSING ASSOCIATES LP,
a California limited partnership

By: 4840 Mission Housing LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit
corporation, its managing member

By: _____
Smitha Seshadri
Executive Vice President

ALL SIGNATURES MUST BE NOTARIZED

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:

Street Address:
4840 Mission Street, San Francisco, CA 94112

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