

**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

Lot 002; Block 0741

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

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(Property Address: 555 Larkin)

This First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("First Amendment to Deed of Trust") dated as of April __, 2023, is attached to and made a part of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated January 30, 2020, and recorded January 30, 2020, as Document Number DOC-2020-K897598 (the "Deed of Trust"). The Deed of Trust secures a loan in the amount of (the "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 TURK 500 ASSOCIATES, L.P., a California Limited Partnership ("Borrower" or "Trustor"), whose address is 201 Eddy Street, San Francisco, CA 94102, for development expenses associated with the real property described in the attached **Exhibit A**.

The Loan was evidenced by that certain Amended and Restated Loan Agreement dated January 30, 2020, by and between Trustor and Beneficiary (the "Loan Agreement") and by that certain Second Amended and Restated Secured Promissory Note dated January 30, 2020 (the "Construction Note"), Declaration of Restrictions dated as of January 30, 2020 (the "Declaration") and the Deed of Trust.

Pursuant to that certain First Amendment to the Amended and Restated Loan Agreement, Beneficiary agreed to increase the Loan ("Additional Loan") by Four Million Two Hundred Twenty Six Thousand Three Hundred Eleven and No/100 Dollars (\$4,226,311) (the "Additional Funding Amount"), as evidenced by that certain Third Amended and Restated Promissory Note executed by Borrower, each dated as of the date set forth above. The new amount of the Loan is \$23,805,311.

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, 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 Third Amended and Restated Promissory Note dated _____, 2023, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "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 Amended and Restated Loan Agreement and the Note in the original principal amount of Twenty-Three Million Eight Hundred Five Thousand Three Hundred Eleven and No/100 (\$23,805,311), with interest, if any, according to the terms of the Agreement and the Note; 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 Amendment, 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:"

TURK 500 ASSOCIATES, L.P., a California limited partnership,

By: Turk 500 GP LLC,
a California limited liability company,
its general partner

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

By _____
Maurilio Leon
Chief Executive Officer

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A
Legal Description of the Land

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

Commencing at the point of intersection of the Northerly line of Turk Street and the Westerly line of Larkin Street, running thence Westerly and along said Northerly line of Turk Street one hundred thirty-seven (137) feet six (6) inches, thence at a right angle Northerly one hundred thirty-seven (137) feet six (6) inches, thence at a right angles Easterly one hundred thirty-seven (137) feet six (6) inches to the Westerly line of Larkin Street, thence at a right angle Southerly along said Westerly line of Larkin Street one hundred thirty-seven (137) feet six (6) inches to the Northerly line of Turk Street and the point of commencement.

Being part of Western Addition Block No. 7.

Assessor's Lot 002; Block 0741

Street Address: 555 Larkin Street

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 _____, _____, before me, Jennifer M. Collins, 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.

Signature: _____

(Seal)