# Free Recording Requested Pursuant to Government Code Section 27383

San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10<sup>th</sup> 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 "<u>Original Note</u>"), 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 "<u>Note</u>"). The Deed of Trust as amended by this First Amendment to Deed of Trust and the Note are hereinafter referred to as the "<u>Loan Documents</u>".

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. <u>Amendment to Section 11(a)</u>. <u>Section 11(a)</u> 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 <u>Section 5.1</u> 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. <u>No Other Change</u>. 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
Ву:
Elizabeth A. Dietrich
Deputy City Attorney

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	)ss.	
COUNTY OF	)	
On	_, before me,	
personally appeared		
proved to me on the basis subscribed to the within instr in his/her/their authorized ca	of satisfactory evide rument and acknowle apacity(ies), and that	ence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same t by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENA the foregoing paragraph is true		Y under the laws of the State of California that
WITNESS my hand and offic	cial seal.	
Signature		(Seal)

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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Signature		(Seal)