

FIRST AMENDMENT TO LAND DISPOSITION, DEVELOPMENT AND LOAN
AGREEMENT
(Las Terrazas Apartments)

This First Amendment to that certain Land Disposition, Development and Loan Agreement (the "First Amendment") is entered into as of June __, 2017, by and among the County of San Bernardino, a political subdivision of the State of California (the "County"), and AMCAL Las Terrazas Fund, L.P., a California limited partnership (the "Borrower"), with reference to the following facts:

RECITALS

- A. The County and the Borrower entered into that Land Disposition, Development and Loan Agreement dated as of February 14, 2017 (the "Original Agreement"). These recitals refer to and utilize certain capitalized terms which are defined in Article 1 of the Loan Agreement. Capitalized terms used in this First Amendment, but not defined, shall have the meaning set forth in the Original Agreement.
- B. Under the Original Agreement, the County anticipated making a HOME Program loan of approximately Six Million Three Hundred Sixty-five Thousand Eight Hundred Sixty-three Dollars (\$6,365,863) (the "Original County HOME Loan").
- C. As a result of the Borrower's unsuccessful bid for tax credits in the March 2017 application round and to allow the County to satisfy expenditure deadlines for the HOME funds previously committed to the project, the County's HOME assistance is being reduced by Three Million Three Hundred Fourteen Thousand Twelve Dollars (\$3,314,012) such that the total HOME Loan funds committed by the County to the Borrower is Three Million Fifty-One Thousand Eight Hundred Fifty One Dollars (\$3,051,851).
- D. The purpose of this First Amendment, authorized under Section 12.18 of the Original Agreement is to update the amount of the County HOME Loan, update the Schedule of Performance and Approved Financing Plans for the Project and make necessary conforming amendments.

NOW, THEREFORE, the County and the Borrower agree as follows:

ARTICLE I
AMENDMENTS TO ORIGINAL AGREEMENT

Section 1. Amendment to Section 1.1(e)(v). Section 1.1(e)(v) of the Original Agreement is hereby deleted in its entirety and amended to read as follows:

"(v) A HOME Program loan from the County of approximately Three Million Fifty-One Thousand Eight Hundred Fifty-One Dollars (\$3,051,851) (the "County HOME Loan")."

Section 2. Amendment to Section 4.8(b). Section 4.8(b) of the Original Agreement is hereby deleted in its entirety and amended to read as follows:

"The Developer shall submit a timely and complete application for the Tax Credit Reservation to TCAC in the 2017 second round of TCAC preliminary reservations. If the Developer does not receive a Tax Credit Reservation in the 2017 second round by the end of September 2017, then the County and the Developer will confer in good faith for a period not to exceed sixty (60) days to determine if the Developer should submit a further application to TCAC in a subsequent preliminary reservation round, subject to the continued availability of County funding sources committed hereunder, or if a feasible and mutually acceptable alternate arrangement can be made to finance development of the Improvements. If no agreement is reached between the County and the Developer within such sixty (60) day period (the "Meet and Confer Period") regarding the alternative financing structure for the construction of the Improvements, subject to subsection (d) below, this Agreement may be terminated by written notice from the County to the Developer. Any agreements that are reached between the Parties regarding an alternative financing plan for the construction of the Improvements shall be memorialized in an implementation agreement to this Agreement. Notwithstanding anything to the contrary, if the Developer does not receive a Tax Credit Reservation by September 20, 2017 and after the expiration of the Meet and Confer Period, the County's obligations to fund the County Loan shall terminate without further action of the County, and the County shall have the right at its sole and absolute discretion to terminate this Agreement."

Section 3. Amendment to Exhibit B. The Schedule of Performance attached as Exhibit B to the Original Agreement is hereby replaced by Exhibit B (Updated Schedule of Performance), as shown in Attachment B of this First Amendment.

Section 4. Amendment to Exhibit C. The Approved Financing Plan attached as Exhibit C to the Original Agreement is hereby replaced by Exhibit C (Updated Approved Financing Plan), as shown in Attachment C of this First Amendment.

ARTICLE II MISCELLANEOUS

Section 5. No Other Changes to the Agreement. Except as expressly modified by this First Amendment, all other provisions of the Original Agreement remain unmodified and continue in full force and effect.

Section 6. Conflicts with the Agreement. In the event of any conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail.

Section 7. Effective Date. This First Amendment shall be effective on the date first set forth above.

Section 8. Successors and Assigns. This First Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 9. California Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

Section 10. Counterparts; Multiple Originals. This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 11. Recordation. This First Amendment shall be recorded against the Property, described in the attached Attachment A, at the Close of Escrow.

[Signature Pages Follow]

IN WITNESS WHEREOF, the County and the Borrower have entered into this First Amendment as of the date first set forth above.

BORROWER:

AMCAL Las Terrazas Fund, L.P., a California limited partnership

By: AMCAL Multi-Housing, Inc., a California corporation, a
general partner

By: _____
Arjun Nagarkatti, President

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the
State of California

By: _____
Robert A. Lovingood, Chair of Board of Supervisor

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE COUNTY BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

APPROVED AS TO LEGAL FORM:
JEAN-RENE BASLE
County Counsel

By: _____
Michelle Blakemore
Chief Assistant County Counsel

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: _____
Name: Notary Public

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: _____
Name: Notary Public

ATTACHMENT A
LEGAL DESCRIPTION

ATTACHMENT B

EXHIBT B

UPDATED SCHEDULE OF PERFORMANCE

ATTACHMENT C

EXHIBT C

UPDATED APPROVED FINANCING PLAN