

Exhibit "B"
Developer's Request Letter for Revisions to HOME
Agreement and Related Documents



May 27, 2025
City of Fresno
2600 Fresno St
Fresno, CA 93721

Subject: Dakota HOME Investment Partnerships Program Agreement, Promissory Note, Deed of Trust & Declaration of Restrictions Amendment

To Whom It May Concern,

On behalf of Dakota Fresno LP, owner of the future multifamily affordable housing development to be located at 3787 N. Blackstone Ave, we are requesting an amendment to the HOME Investment Partnerships Program Agreement, HOME Promissory Note, Exemplar Deed of Trust, and HOME Declaration of Restrictions by and between the City of Fresno and Dakota Fresno LP.

Per the request of the Limited Partner, we are requesting to make the amendments in the attached exhibits to the following documents:

- Exhibit A - FIRST AMENDMENT TO CITY OF FRESNO HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT
- Exhibit B - FIRST AMENDMENT TO PROMISSORY NOTE
- Exhibit C - FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
- Exhibit D – FIRST AMENDMENT TO DEED OF TRUST ASSIGNMENT OF RENTS

If you have any questions on this request, please contact sarah@upholdings.net. We appreciate your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Cullen J. Davis", with a long, sweeping horizontal stroke at the end.

Cullen J. Davis
Manager, Dakota Fresno LP

Exhibit A

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This First Amendment to the HOME Agreement is recorded at the request of and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: _____
Name: Georgeanne A. White
Its: City Manager
Date: _____

FIRST AMENDMENT TO CITY OF FRESNO HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT

by and between

CITY OF FRESNO,
a municipal corporation

and

Dakota Fresno, LP,
a California limited partnership

regarding

Dakota Multifamily Housing Project
3787 N. Blackstone Avenue, Fresno, CA 93726
APN: 435-020-11

FIRST AMENDMENT TO CITY OF FRESNO

Page 1 of 5

HOME Investment Partnerships Program Agreement

This First Amendment is effective _____, 2025, and is entered into by and between the City of Fresno, a municipal corporation, acting through its Planning and Development Department - Housing and Community Development Division (CITY), and Dakota Fresno, LP, a California limited partnership (DEVELOPER).

RECITALS

WHEREAS, the CITY and DEVELOPER are parties to a _____, 2025, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on _____, 2025, as Instrument No. _____ in the Official Records of Fresno County, California and Exhibits/Attachments thereto, including covenants running with the land and incorporated herein pursuant to which the CITY, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the DEVELOPER by providing HOME Program funds, upon the terms and conditions in the HOME Agreement related to an affordable rental housing project to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at 3787 N. Blackstone Avenue, Fresno, California 93726, within the boundaries of the City of Fresno (APN: 435-020-11), as more particularly described in the HOME Agreement; and

WHEREAS, Section 11.1 of the HOME Agreement allows the CITY and the DEVELOPER to amend the HOME Agreement by an executed written instrument; and

WHEREAS, the CITY and the DEVELOPER desire to amend certain provisions of the HOME Agreement as more particularly described in this First Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. Section 5.12, Item B is deleted in its entirety and replaced with the following: The Limited Partner may (i) remove DEVELOPER'S general partner and admit a replacement general partner that is an affiliate of the Limited Partner, and (ii) transfer its limited partner interest in Developer, in each case pursuant to the terms of DEVELOPER'S limited partnership agreement, without City consent. City consent shall be required for the admission of an entity unrelated to the Limited Partner as a replacement general partner of DEVELOPER, which consent shall not be unreasonably withheld, conditioned, or delayed.
2. Addition of the following notice party to Section 11.18 to be concurrently notified with the DEVELOPER:

With a Copy to: CREA Dakota, LP
Attn: Asset Management

30 S. Meridian Street, Suite 400
Indianapolis, IN 46204

3. In the event of any conflict between the body of this First Amendment, and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment shall control and take precedence over the exhibit/attachment.
4. All capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings assigned to such terms in the HOME Agreement.
5. Except as expressly modified and amended hereby, the HOME Agreement shall remain in full force and effect. From and after the effective date of this First Amendment, references in the HOME Agreement to "this Agreement" shall mean the HOME Agreement as hereby amended.
6. This First Amendment shall be conditional upon any/all required HUD approvals.

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IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this First Amendment, at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____

Name: Georgeanne A. White

Title: City Manager

(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: _____

Name: Brent Richardson Date

Title: Deputy City Attorney

ATTEST:

TODD STERMER, MMC

City Clerk

By: _____

Name: _____

Title: Deputy City Clerk

Dakota Fresno LP,

a California limited partnership

BY: HOUSING ON MERIT XXVI LLC,
a California limited liability company,
Its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Manager

By: _____
Jaymie Beckett
Chief Executive Officer

BY: RHCB DAKOTA LLC,
a California limited liability company,
Its Co-General Partner

By: RHCB Development LP,
a California limited partnership,
its Manager

By: WRBH LLC,
a California limited liability company,
its General Partner

By: _____
Wayne Rutledge
Manager

BY: UP DAKOTA LLC,
a California limited liability company
Its Co-General Partner

By: UP Holdings, LLC,
an Illinois limited liability company,
dba UP Holdings California, LLC
its Sole Member

By: _____
Cullen J. Davis
Manager

(Notary certificate of acknowledgment attached)

Exhibit A: HOME Agreement

Exhibit B

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This First Amendment to the Promissory Note is recorded at the request of and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: _____
Name: Georgeanne A. White
Its: City Manager
Date: _____

FIRST AMENDMENT TO PROMISSORY NOTE

by and between

Dakota Fresco, LP,
a California limited partnership

and

CITY OF FRESNO,
a municipal corporation

regarding

Dakota Multifamily Housing Project
3787 N. Blackstone Avenue, Fresno, CA 93726
APN: 435-020-11

FIRST AMENDMENT TO Promissory Note

This First Amendment is effective _____, 2025, and is entered into by and between the City of Fresno, a municipal corporation, acting through its Planning and Development Department - Housing and Community Development Division (LENDER), and Dakota Fresno, LP, a California limited partnership (BORROWER)

RECITALS

WHEREAS, the LENDER and BORROWER are parties to a _____, 2025, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on _____, 2025, as Instrument No. _____ in the Official Records of Fresno County, California to which the LENDER, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the BORROWER by providing HOME Program funds, upon the terms and conditions in the HOME Agreement related to an affordable rental housing project to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at 3787 N. Blackstone Avenue, Fresno, California 93726, within the boundaries of the City of Fresno (APN: 435-020-11), as more particularly described in the HOME Agreement; and

WHEREAS, in connection with the HOME Agreement, BORROWER executed and delivered a Promissory Note (Note) dated _____, 2025 for the benefit of the Lender in the principal amount of \$3,000,000;

WHEREAS, the Note allows the BORROWER and the LENDER to amend the Note by an executed written instrument; and

WHEREAS, the BORROWER and the LENDER desire to amend certain provisions of the Note as more particularly described in this First Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. Delete in its entirety the definition of "Residual Receipts" and insert the following in lieu thereof: "Residual Receipts means in each operating year one hundred percent (100%) of the sum of: (i) all cash received by the Project from rents, lease payments, and all sources generally considered in the apartment industry to be "other income" (which does not include payments for optional services provided by BORROWER), (ii) payments from HUD under a Housing Assistance Program Section 8 Contract, if any, excluding tenant security or other deposits required by law to be segregated and restricted, and interest on reserves not available for distribution, and the net proceeds of any insurance (including rental interruption insurance), other than fire and extended coverage and title insurance, to the extent not reinvested, less the sum of: (i) all payments on account of any loans (including unpaid principal and accrued reasonable

interest) made for the benefit of the Project by the BORROWER, (ii) contributions to any prudent and reasonable cash reserves for working capital, Operating Expenses, capital expenditures, repairs, replacements and anticipated expenditures, in such amounts as may be reasonably required by the lenders to the Project for the operation of the Project not to exceed the amount required by the Project's permanent lender, annually adjusted in proportion to the average increase of the following indices (a) the United States Bureau of Labor Statistics for Hourly Wage Rates of all workers in manufacturing, and (b) of all Commodity Wholesale Prices, said indices shall be re-defined to the mutual satisfaction of the parties in the event of change in form and basis of indices, all increases shall use the indices for calendar year 2010 as their base; and (iii) the payment of principal and interest, and any associated fees, expenses, and costs, with respect to the senior Financing."

2. Delete in its entirety the definition of "Operating Expenses" and insert the following in lieu thereof: "Operating Expenses means actual, reasonable and customary (for comparable quality, newly constructed rental housing developments in Fresno County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Affordable Project in a calendar year, including, without limitation: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the capital replacement reserve, fees and expenses of property management and common area expenses, fees and expenses of accountants, attorneys and other professionals, the cost of social services, repayment of any completion or operating loans including any and all deferred developer fees per the Project Budget and loans made by the limited partner, made to the BORROWER, its successors or assigns, Asset Management Fee, General Partner Fee, tax credit adjusters and other actual operating costs and capital costs which are incurred and paid by the BORROWER, but which are not eligible for payment from reserve accounts."
3. In the event of any conflict between the body of this First Amendment, and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment shall control and take precedence over the exhibit/attachment.
4. All capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings assigned to such terms in the Note.
5. Except as expressly modified and amended hereby, the Note shall remain in full force and effect. From and after the effective date of this First Amendment, references in the Note to "this Note" shall mean the Note as hereby amended.
6. This First Amendment shall be conditional upon any/all required HUD approvals.

///

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this First Amendment, at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Name: Georgeanne A. White
Title: City Manager
(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Name: Brent Richardson Date _____
Title: Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name: _____
Title: Deputy City Clerk

Dakota Fresno LP,
a California limited partnership

BY: HOUSING ON MERIT XXVI LLC,
a California limited liability company,
Its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Manager

By: _____
Jaymie Beckett
Chief Executive Officer

BY: RHCB DAKOTA LLC,
a California limited liability company,
Its Co-General Partner

By: RHCB Development LP,
a California limited partnership,
its Manager

By: WRBH LLC,
a California limited liability company,
its General Partner

By: _____
Wayne Rutledge
Manager

BY: UP DAKOTA LLC,
a California limited liability company
Its Co-General Partner

By: UP Holdings, LLC,
an Illinois limited liability company,
dba UP Holdings California, LLC
its Sole Member

By: _____
Cullen J. Davis
Manager

(Notary certificate of acknowledgment attached)

Exhibit C

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This First Amendment to the Declaration of Restrictions is recorded at the request of and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: _____
Name: Georgeanne A. White
Its: City Manager
Date: _____

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

by and between

Dakota Fresco, LP,
a California limited partnership

and

CITY OF FRESNO,
a municipal corporation

regarding

Dakota Multifamily Housing Project
3787 N. Blackstone Avenue, Fresno, CA 93726
APN: 435-020-11

FIRST AMENDMENT TO Declaration of Restrictions

This First Amendment is effective _____, 2025, and is entered into by and between the City of Fresno, a municipal corporation, acting through its Planning and Development Department - Housing and Community Development Division (CITY), and Dakota Fresno, LP, a California limited partnership (DECLARANT)

RECITALS

WHEREAS, the CITY and DECLARANT are parties to a _____, 2025, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on _____, 2025, as Instrument No. _____ in the Official Records of Fresno County, California to which the CITY, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the DECLARANT by providing HOME Program funds, upon the terms and conditions in the HOME Agreement related to an affordable rental housing project to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at 3787 N. Blackstone Avenue, Fresno, California 93726, within the boundaries of the City of Fresno (APN: 435-020-11), as more particularly described in the HOME Agreement; and

WHEREAS, in connection with the HOME Agreement, the DECLARANT entered into a Declaration of Restrictions (Declaration) dated _____, 2025 in favor of the CITY;

WHEREAS, Section 11 of the Declaration allows the CITY and the DECLARANT to amend the Declaration by an executed written instrument; and

WHEREAS, the CITY and the DECLARANT desire to amend certain provisions of the Declaration as more particularly described in this First Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. Amendment of Section 2(a)(iii) is amended to read as follows: Three (3) HOME-Assisted Units constructed on the Project Property may be conveyed only to a natural person(s) whose annual Household income at the time of rental is not greater than 50% of the most recent annual area median income calculated and published by HUD for the FMSA applicable to such household size and eight (8) HOME-Assisted Units constructed on the Project Property may be conveyed only to natural person(s) whose annual Household income at the time of rental is not greater than 80% of the most recent annual area median income calculated and published by HUD for the FMSA applicable to such household size.
2. In the event of any conflict between the body of this First Amendment, and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment

shall control and take precedence over the exhibit/attachment.

3. All capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings assigned to such terms in the Declaration.
4. Except as expressly modified and amended hereby, the Declaration shall remain in full force and effect. From and after the effective date of this First Amendment, references in the Declaration to "this Declaration" shall mean the Declaration as hereby amended.
5. This First Amendment shall be conditional upon any/all required HUD approvals.

///

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this First Amendment, at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____

Name: Georgeanne A. White

Title: City Manager

(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: _____

Name: Brent Richardson Date

Title: Deputy City Attorney

ATTEST:

TODD STERMER, CMC

City Clerk

By: _____

Name: _____

Title: Deputy City Clerk

Dakota Fresno LP,
a California limited partnership

BY: HOUSING ON MERIT XXVI LLC,
a California limited liability company,
Its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Manager

By: _____
Jaymie Beckett
Chief Executive Officer

BY: RHCB DAKOTA LLC,
a California limited liability company,
Its Co-General Partner

By: RHCB Development LP,
a California limited partnership,
its Manager

By: WRBH LLC,
a California limited liability company,
its General Partner

By: _____
Wayne Rutledge
Manager

BY: UP DAKOTA LLC,
a California limited liability company
Its Co-General Partner

By: UP Holdings, LLC,
an Illinois limited liability company,
dba UP Holdings California, LLC
its Sole Member

By: _____
Cullen J. Davis
Manager

(Notary certificate of acknowledgment attached)

Exhibit D

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This First Amendment to the Deed of Trust Assignment of Rents is recorded at the request of and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: _____
Name: Georgeanne A. White
Its: City Manager
Date: _____

FIRST AMENDMENT TO DEED OF TRUST ASSIGNMENT OF RENTS

by and between

Dakota Fresno, LP,
a California limited partnership,

Old Republic Title Company,
a California Corporation,

and

CITY OF FRESNO,
a municipal corporation

regarding

Dakota Multifamily Housing Project
3787 N. Blackstone Avenue, Fresno, CA 93726
APN: 435-020-11

**FIRST AMENDMENT TO
Deed of Trust Assignment of Rents**

This First Amendment is effective _____, 2025, and is entered into by and between the City of Fresno, a municipal corporation, acting through its Planning and Development Department - Housing and Community Development Division (BENEFICIARY and LENDER), Old Republic Title Company, a California corporation (TRUSTEE), and Dakota Fresno, LP, a California limited partnership (BORROWER)

RECITALS

WHEREAS, the LENDER and BORROWER are parties to a _____, 2025, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on _____, 2025, as Instrument No. _____ in the Official Records of Fresno County, California to which the LENDER, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the BORROWER by providing HOME Program funds, upon the terms and conditions in the HOME Agreement related to an affordable rental housing project to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at 3787 N. Blackstone Avenue, Fresno, California 93726, within the boundaries of the City of Fresno (APN: 435-020-11), as more particularly described in the HOME Agreement; and

WHEREAS, in connection with the HOME Agreement, BORROWER, LENDER, and TRUSTEE entered into a Deed of Trust Assignment of Rents (Deed of Trust) dated _____, 2025;

WHEREAS, the Deed of Trust allows the BORROWER and LENDER to amend the Deed of Trust by an executed written instrument; and

WHEREAS, the BORROWER and LENDER desire to amend certain provisions of the Deed of Trust as more particularly described in this First Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. The following sentence is added to the end of Covenant 13 of the Deed of Trust: "Notwithstanding anything to the contrary herein or in the other Loan Documents, BORROWER'S limited partners shall have the right but not the obligation to cure any breach or event of default hereunder or under the other Loan Documents, and Lender shall accept or reject such sure on the same grounds as if tendered by the BORROWER."
2. In the event of any conflict between the body of this First Amendment, and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment

shall control and take precedence over the exhibit/attachment.

3. All capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings assigned to such terms in the Deed of Trust.
4. Except as expressly modified and amended hereby, the Deed of Trust shall remain in full force and effect. From and after the effective date of this First Amendment, references in the Deed of Trust to "this Deed of Trust" shall mean the Deed of Trust as hereby amended.
5. This First Amendment shall be conditional upon any/all required HUD approvals.

///

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this First Amendment, at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Name: Georgeanne A. White
Title: City Manager
(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Name: Brent Richardson Date
Title: Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name: _____
Title: Deputy City Clerk

Dakota Fresno LP,
a California limited partnership

BY: HOUSING ON MERIT XXVI LLC,
a California limited liability company,
Its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Manager

By: _____
Jaymie Beckett
Chief Executive Officer

BY: RHCB DAKOTA LLC,
a California limited liability company,
Its Co-General Partner

By: RHCB Development LP,
a California limited partnership,
its Manager

By: WRBH LLC,
a California limited liability company,
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Wayne Rutledge
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Its Co-General Partner

By: UP Holdings, LLC,
an Illinois limited liability company,
dba UP Holdings California, LLC
its Sole Member

By: _____
Cullen J. Davis
Manager

(Notary certificate of acknowledgment attached)