

EXHIBIT “A”
First Amendment to
HOME Investment Partnerships Program Agreement

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

Blythe Village LP,
a California limited partnership

regarding

Blythe Village
3572 N. Blythe Avenue, Fresno, CA 93722
APN: 511-250-02

Page 1 of 4

**FIRST AMENDMENT TO CITY OF FRESNO
HOME Investment Partnerships Program Agreement**

This First Amendment is effective _____, 2024, 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 Blythe Village LP (DEVELOPER).

RECITALS

WHEREAS, the CITY and DEVELOPER are parties to a June 3, 2024, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on June 13, 2024 as Instrument No. 2024-0052232 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 3572 N. Blythe Avenue, Fresno, California 93722, within the boundaries of the City of Fresno (APN: 511-250-02), as more particularly described in the HOME Agreement; and

WHEREAS, the City Council approved Resolution No. 2024-085 on May 2, 2024, to increase the City's commitment to the project in an amount not to exceed \$800,000.00; and

WHEREAS, the CITY and DEVELOPER are entering into this First Amendment to provide HOME Program funding in the additional amount of \$800,000.00 for total funding in the amount of \$2,600,000.00; and

WHEREAS, the DEVELOPER shall execute and deliver to the CITY a First Amendment to Promissory Note reflecting the additional loan amount of \$800,000.00 for a new total loan amount of \$2,600,000.00; and

WHEREAS, the HOME Agreement Deed of Trust for the initial \$1,800,000.00 to the project was recorded on June 13, 2024, as Instrument No. 2024-0052233 in the Official Records of Fresno County, California

WHEREAS, the Declaration of Restrictions recorded on June 13, 2024, as Instrument No. 2024-0052234 in the Official Records of Fresno County, California, covenants the eleven HOME assisted units in project; and

WHEREAS, the Fresno City Council approved this First Amendment on July 25, 2024.

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. Pursuant to this First Amendment to the City of Fresno HOME Investment Partnerships Program Agreement shall increase funding to the project in the form of an additional loan to DEVELOPER in the amount of \$800,000.00 for a total loan amount of \$2,600,000.00.
2. The DEVELOPER shall execute a First Amendment to Promissory Note in the total amended loan amount of \$2,600,000.00, substantially in the form attached hereto as Exhibit "A."
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 Amendment I, 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

BLYTHE VILLAGE, LP, a California
Limited Partnership

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

By: Managing General Partner

Community Revitalization and
Development Corporation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: David Rutledge
Name: David Rutledge
Title: President
(Attach notary certificate of acknowledgment)

By: [Signature] 7-2-2021
Name: Brent Richardson Date
Title: Deputy City Attorney

By: Administrative General Partner
TCM Blythe LLC, a California limited
liability company

ATTEST:
TODD STERMER, CMC
City Clerk

By: [Signature]
Name: Ted Moon
Title: Managing Member
(Attach notary certificate of acknowledgment)

By: _____
Name: _____
Title: Deputy City Clerk

Exhibit A: First Amendment to Promissory Note

Exhibit "A"
FIRST AMENDMENT TO PROMISSORY NOTE
Secured by Deed of Trust

THIS FIRST AMENDMENT TO PROMISSORY NOTE (Amendment) BETWEEN THE CITY OF FRESNO (LENDER) and BLYTHE VILLAGE, LP, (BORROWER) made and entered into as of this _____ day of July 2024, amends that certain Promissory Note dated June 3, 2024, between BORROWER and LENDER in the amount of \$1,800,000.00.

RECITALS

- A. LENDER provided funding in the amount of \$1,800,000.00 in the form of a loan to BORROWER pursuant to a HOME Investment Partnership Program Agreement which was recorded in the Recorder's Office of Fresno County on June 13, 2024, as Document No. 2024-0052232;
- B. LENDER and BORROWER executed a Promissory Note (Note) on June 3, 2024;
- C. LENDER and BORROWER now desire to modify the total Loan Amount on the Note;
- D. LENDER desires to lend to BORROWER and BORROWER desires to borrow from LENDER the amount of \$800,000.00 in addition to the initial loan amount of \$1,800,000.00, for an amended total loan amount of \$2,600,000.00;
- E. The Note, as amended, shall remain secured by the Deed of Trust dated June 3, 2024, and recorded in the Recorder's Office of Fresno County on June 13, 2024, as Instrument Number 2024-0052233 against that certain real property located at 3572 N. Blythe Avenue in the City of Fresno. The real property described above, which is security for the obligations hereunder, remains subject to the Declaration of Restrictions dated June 3, 2024, and recorded in the Recorder's Office of Fresno County on June 13, 2024, as Instrument Number 2024-0052234.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledged, LENDER and BORROWER now desire to modify the Note as follows:

AMENDMENTS

- 1. The Loan Amount of \$1,800,000.00 is amended to reflect additional funding provided by LENDER to BORROWER in the amount of \$800,000.00, for a new total loan amount of \$2,600,000.00. All references in the Note to the total loan amount of \$1,800,000.00 are hereby amended to read \$2,600,000.00.

Except as amended hereby, all other terms and conditions of the Note shall remain in full force and effect.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement in Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

BLYTHE VILLAGE, LP, a California
Limited Partnership

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

By: Managing General Partner

Community Revitalization and
Development Corporation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: David Rutledge
Name: David Rutledge
Title: President
(Attach notary certificate of acknowledgment)

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

By: Administrative General Partner
TCM Blythe LLC, a California limited
liability company

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name: Ted Moon
Title: Managing Member
(Attach notary certificate of acknowledgment)

By: _____
Name: _____
Title: Deputy City
Clerk _____