

Exhibit "F"
Amendment I to HOME Deed of Trust

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 cure 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.

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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: 6-11-2025
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)

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