

Exhibit "D"
Amendment I to HOME Promissory Note

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:  6-11-2025
Name: Brent Richardson Date
Title: Deputy City Attorney

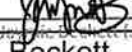
ATTEST:
TODD STERMER, CMC
City Clerk

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)

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)

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)