

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED PROMISSORY NOTE
SECURED BY DEED OF TRUST
(Villaggio II – formerly known as Carson Residential Project)

\$3,361,587.00

January 29, 2024 (“**Note Date**”)

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PROMISSORY NOTE SECURED BY DEED OF TRUST (Villaggio II – formerly known as Carson Residential Project) (this “**Amendment**”) is made and entered into as of this ____ day of _____, 2024 (the “**Reference Date**”), by and between CARSON HOUSING LIMITED PARTNERSHIP, a California limited partnership (“**Maker**”), and the CARSON HOUSING AUTHORITY, a public body, corporate and politic (the “**Authority**”), as successor to the housing assets and functions of The Carson Redevelopment Agency (the “**Former RDA**”).

RECITALS

WHEREAS, pursuant to that certain agreement entitled “Redevelopment Loan Agreement” by and between the Former RDA and Developer and dated June 1, 1997, as amended by that certain First Amendment to Note, Deed of Trust and Redevelopment Loan Agreement dated June 27, 2001, and recorded in the Official Records of Los Angeles County, California (the “**Records**”) on July 17, 2001, as Instrument No. 01-1244307, and further amended by that certain Loan Modification Agreement dated September 15, 2003, and further affected and amended by that certain Clarification Agreement and Mutual Release executed on December 12, 2013 (the “**Clarification Agreement**”), and which Clarification Agreement is memorialized by that certain Notice of Clarification Agreement and Mutual Release dated December 12, 2013, and recorded in the Records on December 12, 2013, as Instrument No. 20131756605, and further amended by that certain Third Amendment to Redevelopment Loan Agreement dated January 29, 2024, (collectively, the “**Loan Agreement**”), Former RDA agreed to provide financial assistance (the “**Loan**”) to assist Maker for the purposes of acquiring, constructing, and developing a 65-unit affordable housing development known as Villaggio II (formerly known as Carson Residential Project) located at 555 East Carson Street, Carson, California.

WHEREAS, with the dissolution of the Former RDA, the Authority elected to retain all the housing assets and functions previously performed by the Former RDA and transferred all rights, powers, duties, and obligations of the Former RDA, including, without limitation, the Loan, to the Authority.

WHEREAS, the Loan is evidenced currently by that certain Second Amended and Restated Promissory Note Secured by Deed of Trust dated January 29, 2024, granted by Maker for the benefit of the Authority in the original principal amount of \$3,361,587.00 (the “**Note**”).

WHEREAS, the Authority and Maker have agreed to amend the interest rate under the Note in accordance with the terms of this Amendment.

EXHIBIT NO. 2

NOW, THEREFORE, the Authority and Maker desire to amend the Note as follows.

AGREEMENT

1. All capitalized terms not defined herein shall have the same meaning as defined in the Note.
2. All of the above Recitals, and each of them, are true and correct and are hereby incorporated herein by this reference.
3. Paragraph 3.3 of the Note is hereby deleted in its entirety and replaced with the following:

“**3.3** Interest on the Note Amount accruing prior to the Note Date has accrued at a simple interest rate of three percent (3.0%) per annum pursuant to the First Amended and Restated Note (hereinafter defined). From and after the Note Date, interest on the Note Amount shall continue to accrue at a simple interest rate of [six and fifty-hundredths percent (6.50%)] per annum.”
4. For greater certainty and avoidance of doubt, the Authority and Maker acknowledge and agree that, notwithstanding the Reference Date of this Amendment, the effective date of the terms of this Amendment shall be the Note Date.
5. This Amendment is governed by and construed in accordance with the laws of the State of California.
6. This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.
7. Except as modified by this Amendment, the terms of the Note shall remain unchanged and in full force and effect.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Maker and Authority have executed this Amendment as of the date first above written.

MAKER:

CARSON HOUSING LIMITED PARTNERSHIP,
a California limited partnership

By: Housing Corporation of America,
a Utah nonprofit corporation,
Its: Managing General Partner

By: _____
Carol Cromar, President

By: Carson Housing TSA LLC,
a California limited liability company,
Its: Administrative General Partner

By: _____
Renee Groves,
Chief Financial Officer

AUTHORITY:

CARSON HOUSING AUTHORITY, a public body,
corporate and politic

By: _____
David C. Roberts, Jr.,
Executive Director

ATTESTED:

Dr. Khaleah Bradshaw, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP.

By: _____
Sunny Soltani, Authority Counsel