

# CONTRACT SUMMARY SHEET

TO: OFFICE OF THE CITY CLERK  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 8/26/10

FROM (DEPARTMENT): The Los Angeles Housing Department

CONTACT PERSON: James W. Bloor PHONE: 213-808-8592

CONTRACT NO.: C-111300 COUNCIL FILE NO.: 05-0685-S1

ADOPTED BY COUNCIL: 6/30/06

DATE

APPROVED BY BPW: N/A

DATE

☐ NEW CONTRACT  
☒ AMENDMENT No. 2  
☐ ADDENDUM NO. \_\_\_\_\_  
☐ SUPPLEMENTAL NO. \_\_\_\_\_  
☐ CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: Grant Housing and Economic Development Corporation

TERM OF CONTRACT: 42 Years THROUGH: 2049

TOTAL AMOUNT: \$6,001,178

## PURPOSE OF CONTRACT:

To partially finance the construction of 92 units of affordable housing at 10408-424 South Central Avenue and 10345 South Central Avenue, Los Angeles, CA 90002.

NOTE: CONTRACTS ARE PUBLIC RECORDS – SCANNED AND UPLOADED TO THE INTERNET

SECOND AMENDMENT  
TO AGREEMENT NUMBER C-111300 OF CITY CONTRACTS BETWEEN  
CITY OF LOS ANGELES  
AND  
GRANT HOUSING AND ECONOMIC DEVELOPMENT CORPORATION  
A California nonprofit public benefit corporation  
RELATING TO  
IMANI FE EAST & WEST PROJECT

THIS SECOND AMENDMENT to Agreement Number C-111300, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the City of Los Angeles, a municipal corporation ("City") and Grant Housing and Economic Development Corporation, a California nonprofit public benefit corporation ("Borrower").

W I T N E S S E T H

WHEREAS, the City and the Borrower have entered into an agreement, wherein the Borrower shall acquire and rehabilitate the property located at 10408-10424 South Central Avenue (East), 10345 South Central Avenue (West), Los Angeles, California 90002 for the construction of an apartment building resulting in ninety two (92) housing units, of which Forty Nine Percent (49%) of ninety (90) units shall be rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households and two (2) manager's units, said agreement effective February 14, 2007, which together with all amendments thereto shall hereinafter be referred to as the "Agreement"; and

WHEREAS, concurrent to the City Loan and the amendments, Borrower entered into a Partnership Loan Agreement and amendments with Imani Fe, L.P., a California limited partnership ("Partnership"), loaning the proceeds from the City Loan under the same terms and conditions as the City Loan and the amendments;

WHEREAS, the City and the Borrower entered into the First Amendment to the Agreement, effective January 11, 2008, which provides for the change in funds from HCDBG Funds to HOME Funds; and

WHEREAS, Section 11.19 of the Agreement provides for amendment's to the Agreement, and



WHEREAS, the City and the Borrower are desirous of amending the Agreement as provided by Section 14.8 of the Los Angeles Administrative Code for the purpose of: (a) correcting the affordability restrictions to reflect Forty Nine Percent (49%) of ninety (90) units rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households and two (2) manager's units; (b) revise the payment date from March 31, 2010 to March 1, 2011; (c) revising the notice provisions to provide notice to the new limited partner; (d) revise the residual receipts distribution; (e) revise the method of financing in Exhibit F; and (f) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Borrower agree that the Agreement be amended effective \_\_\_\_\_ as follows:

#### S E C O N D   A M E N D M E N T

- §1. Amend Recital F by deleting, "of which Forty Nine Percent (49%) of the units shall be rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households as defined in this City Loan Agreement for the project ("Project")" and replace with, "of which Forty Nine Percent (49%) of ninety (90) units shall be rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households as defined in this City Loan Agreement for the project and two (2) manager's units ("Project")."
- §2. Amend Section 1.6 NOTICES, DEMANDS AND COMMUNICATIONS by adding to the end of the Borrower's notice the following:

"Copy to:

Garnet LIHTC Fund XIV, LLC  
c/o AEGON USA Realty Advisors, Inc.  
Mail Drop 5533  
4333 Edgewood Road, NE  
Cedar Rapids, IA 52499-5553  
Attn: \_\_\_\_\_"

§3. Amend Section 1.16, RESIDUAL RECEIPTS, subsection A by deleting and replacing with the following:

"1.16        **RESIDUAL RECEIPTS.**

A.    Residual Receipts shall be distributed as follows:

1.    City shall receive an amount equal to thirty four percent (34%) of Residual Receipts of the Project,
2.    CRA shall receive an amount equal to sixteen percent (16%) of Residual Receipts of the Project,
3.    Borrower shall receive an amount equal to fifty percent (50%) of Residual Receipts of the Project."

§4. Amend the First Amendment to the Loan Documents and the First Modification to the City Promissory Note to reflect the signatory year as 2008.

§5. Amend Section 14, "CITY'S SHARE" of Exhibit B, DEFINITIONS by deleting and replacing it with the following:

"14. "**CITY'S SHARE**" shall mean thirty four percent (34%) of the Residual Receipts from the Project."

§6. Amend Exhibit C, the City Promissory Note, of the Loan Agreement by revising residual receipts distribution and the payment date. Borrower and Lender shall enter into a Modification of the City Promissory Note.

§7. Amend Exhibit D1, the City Security Agreement, of the Loan Agreement by adding the limited partner to the notice provision. For recording and notice purposes an amendment to the City Security Agreement shall be executed and recorded.

§8. Amend Exhibit D2, the City Collateral Assignment of the Partnership Deed of Trust, of the Loan Agreement by adding the limited partner to the notice provision. For recording and notice purposes an amendment to the City Collateral Assignment Deed of Trust shall be executed and recorded.

§9. Amend Exhibit F of the Loan Agreement, by deleting and replacing with the attached revised Exhibit F, Method of Financing.



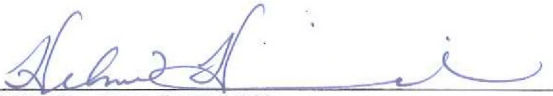
- §10. Amend Exhibit K, the Regulatory Agreement, of the Loan Agreement by adding the limited partner to the notice provision and correcting the affordability restrictions to reflect Forty Nine Percent (49%) of ninety (90) units rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households and two (2) manager's units;. Owner and Lender shall enter an amendment to the Regulatory Agreement.
- §11. Amend Exhibit N, Affordability Restrictions and Maximum Rents, of the Loan Agreement by deleting and replacing with the attached revised Exhibit N, Affordability Restrictions and Maximum Rents.
- §12. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §13. This Amendment is executed in six (6) duplicate originals, each of which is deemed to be an original. This Amendment includes six (6) total pages and the Amended City Security Agreement, the Amended City Collateral Assignment of the Partnership Deed of Trust, the Modified City Promissory Note, and the amended Regulatory Agreement which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on the next page.]

IN WITNESS WHEREOF, the City of Los Angeles and the Borrower have caused this Agreement to be executed by their duly authorized representatives.

Lender  
Executed this 24<sup>th</sup> day of August, 2010  
THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By:   
HELMİ HISSEİİCH,  
Assistant General Manager

APPROVED AS TO FORM:  
CARMEN A. TRUTANİCH, City Attorney

By:   
Deputy/Assistant City Attorney

Date: August 27, 2010

ATTEST:  
JUNE LAGMAY, City Clerk

By:    
Deputy City Clerk

Date: 8-27-10





Borrower:

Executed this 9th day of August, 2010


GRANT HOUSING AND ECONOMIC DEVELOPMENT CORPORATION

A California non profit public benefit corporation

By:

  
~~REVEREND LESLIE R. WHITE,~~ SEAN GASTON  
Chief Executive Officer

By:

  
CHRIS R. JORDAN,  
Executive Director

City Business License Number: 551323-75

Internal Revenue Service ID Number: 95-4505619

Council File Number: 05-0685-S1

Said Agreement is Number C-111300 of City Contracts

SECOND MODIFICATION OF CITY PROMISSORY NOTE  
SECURED BY CITY SECURITY AGREEMENT AND  
CITY COLLATERAL DEED OF TRUST

THE PROPERTIES LOCATED AT 10408-10424 South Central Ave (East),  
10345 South Central Ave (West)  
(LOS ANGELES CITY COUNCIL FILE NUMBER 05-0685-S1)  
(IMANI FE EAST & WEST PROJECT)

THIS SECOND MODIFICATION OF THE CITY PROMISSORY NOTE, dated as of \_\_\_\_\_, 2010, by and between Grant Housing and Economic Development Corporation, a California nonprofit public benefit corporation ("Borrower"), and the CITY OF LOS ANGELES, a municipal corporation ("City").

WHEREAS, City and Borrower previously entered into a Loan Agreement, whereby City loaned a total principal amount of Six Million One Thousand One Hundred Seventy Eight Dollars (\$6,001,178) to Borrower, said Agreement effective February 14, 2007; and

WHEREAS, City and Borrower previously entered into a First Modification to the City Promissory Note dated February 9, 2007, whereby the funds were changed from HCDBG Funds to HOME Funds; and

WHEREAS, concurrent to the City Loan and the amendments, Borrower entered into a Partnership Loan Agreement and amendments with Imani Fe, L.P., a California limited partnership ("Partnership"), loaning the proceeds from the City Loan under the same terms and conditions as the City Loan and the amendments; and

WHEREAS, Borrower is the payor under the City Promissory Note, together with all modifications thereto ("Note") held by City, secured by a City Security Agreement recorded as Document No. 20070360337 on February 20, 2007 of Official Records in the Office of the County Recorder of the Los Angeles County, State of California; and City Collateral Assignment of Partnership Deed of Trust recorded as Document No. 20070360335 on February 20, 2007 of Official Records in the Office of the County Recorder of the Los Angeles County, State of California (collectively "Partnership Deed of Trust"); and

WHEREAS, the City and the Borrower are desirous of modifying the Note for the purpose of: (a) revising the payment date from March 31, 2010 to March 1, 2011; (b) correcting the date of the First Modification of the City Promissory Note from February 9,

2<sup>nd</sup> Modification City Promissory Note - (1 of 3)



2007 to January 2, 2008; (c) revising the payment date from March 31, 2010 to March 1, 2011; (d) revising the residual receipts distribution; and (e) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Modification; and

THEREFORE, EXCEPT AS OTHERWISE PROVIDED IN THE LOAN AGREEMENT AND ANY AMENDMENTS THERETO, IT IS AGREED AS FOLLOWS:

1. Revise page 1, first paragraph of the First Modification of the City Promissory Note, to delete "February 9, 2007" and replace with "January 2, 2008."
2. Revise section 3c by deleting the Payment Date of "March 31, 2010" and replacing with the Payment Date of "March 1, 2011".
3. Modify Section 11 by deleting it in its entirety and replacing with the following:

"11. Residual Receipts shall be distributed as follows:

  - a. City shall receive an amount equal to thirty four percent (34%) of Residual Receipts of the Project,
  - b. CRA shall receive an amount equal to sixteen percent (16%) of Residual Receipts of the Project,
  - c. Borrower shall receive an amount equal to fifty percent (50%) of Residual Receipts of the Project."
4. Modify the entire First Modification of the City Promissory Note to reflect the signatory year as 2008.
5. That in all other respects said Note and Deed of Trust shall remain unaffected, unchanged and unimpaired by reason of the execution of this Modification.
6. That Borrower agrees to pay said Note according the terms thereof as herein changed and modified and agree to perform all of the acts to be performed by the trustor under the terms of said Deed of Trust.


IN WITNESS WHEREOF, City and Borrower have caused this Modification of Note to be executed by their duly authorized representatives.

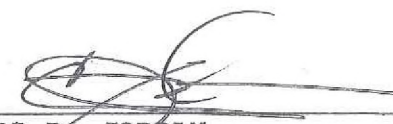
Lender:  
Executed this 24<sup>th</sup> day of August, 2010  
THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By:   
HELMY A. HISSERICH  
Assistant General Manager

Borrower:

Executed this 9<sup>th</sup> day of August, 2010  
GRANT HOUSING AND ECONOMIC DEVELOPMENT CORPORATION  
A California non profit public benefit corporation

By:   
~~REVEREND LESLIE R. WHITE,~~ SEAN GASTON  
Chief Executive Officer

By:   
CHRIS R. JORDAN,  
Executive Director



OFFICIAL BUSINESS

Document entitled to free  
Recording per Government  
Code Section 6103

Recording Requested By, and  
When Recorded, Return to:

City of Los Angeles  
Los Angeles Housing Department  
P.O. Box 532729  
Los Angeles, CA 90053-2729  
Attn: Asset Management (CBTS No. 060059)

Assessor's Identification Numbers: 6065-000-009; 6065-001-010;  
6065-001-051; 6065-001-052;  
6051-010-028

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FIRST AMENDMENT TO THE  
CITY SECURITY AGREEMENT

ADDRESS: 10408-10424 South Central Ave (East),  
10345 South Central Ave (West)  
(IMANI FE EAST & WEST PROJECT)

This First Amendment to the SECURITY AGREEMENT is made and entered into on \_\_\_\_\_, 2010, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and Grant Housing and Economic Development Corporation, a California nonprofit corporation ("GHEDC").

W I T N E S S E T H

WHEREAS, City and GHEDC previously entered into a Loan Agreement whereby City loaned a total principal amount of Six Million One Thousand One Hundred Seventy Eight Dollars (\$6,001,178) to Borrower, said Agreement effective February 14, 2007;

WHEREAS, the City and GHEDC had entered into the City Security Agreement on or about February 13, 2007, which the City Security Agreement was recorded as Instrument No. 20070630337 on February 20, 2007 of Official Records in the Office of the County Recorder of Los Angeles County, State of California (the "City Security Agreement"); and

WHEREAS, the City and the GHEDC are desirous of amending the City Security Agreement for the purpose of: (a) adding the limited partner under the notice provision; (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Deed of Trust.

NOW, THEREFORE, the City and GHEDC agree that the City Security Agreement be amended as follows:

F I R S T    A M E N D M E N T

§1. Amend Section 14B by adding the following to the notice for GHEDC:

"Copy to:

Garnet LIHTC Fund XIV, LLC  
c/o AEGON USA Realty Advisors, Inc.  
Mail Drop 5533  
4333 Edgewood Road, NE  
Cedar Rapids, IA 52499-5553  
Attn: LIHTC Reporting"

§2. Except as herein amended, all terms and conditions of the Security Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]



IN WITNESS WHEREOF, the City of Los Angeles and the GHEDC have caused this Amendment to be executed by their duly authorized representatives.

City  
Executed this 24<sup>th</sup> day of  
August, 2010  
THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By:   
HELMY A. HISSERRICH,  
Assistant General Manager

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

ATTEST:  
JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

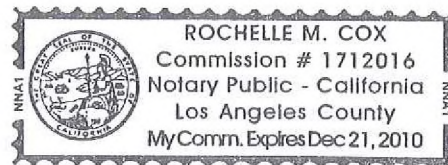
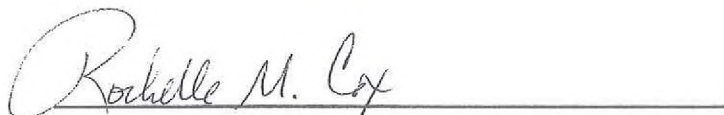
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Los Angeles

On August 25, 2010 before me, Rochelle M. Cox, Notary Public, personally appeared, Helmi Hisserich who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

## CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

- ☐ Trustee(s)
- ☐ Other:

Signer is representing:  
Name of Person(s) or Entity(ies)

- |                          |                  |                          |         |
|--------------------------|------------------|--------------------------|---------|
| <input type="checkbox"/> | Partner          | <input type="checkbox"/> | Limited |
|                          |                  | <input type="checkbox"/> | General |
| <input type="checkbox"/> | Attorney-in-Fact |                          |         |

First Amendment To The City Security Agreement  
Title or Type of Document

Number of Pages

Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above



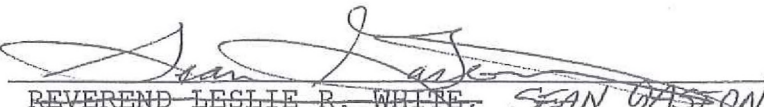
GHEDC:

Executed this 9<sup>th</sup> day of  
AUGUST, 2010

GRANT HOUSING AND ECONOMIC DEVELOPMENT CORPORATION


A California non profit public benefit corporation

By:

  
~~REVEREND LESLIE R. WHITE~~  
Chief Executive Officer

SEAN GASTON

By:

  
CHRIS R. JORDAN,  
Executive Director

State of California )  
County of LOS ANGELES )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

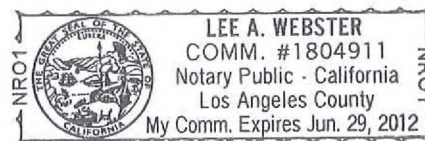
On AUGUST 9, 2010 before me, LEE A. WEBSTER, NOTARY PUBLIC,  
(here insert name and title of the officer)

personally appeared SEAN MAURICE GASTON AND CHRIS R. JORDAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lee A. Webster

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of FIRST AMENDMENT TO

CITY SECURITY AGREEMENT

containing 4 pages, and dated 8/9/2010

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_



OFFICIAL BUSINESS

Document entitled to free  
Recording per Government  
Code Section 6103

Recording Requested By, and  
When Recorded, Return to:

City of Los Angeles  
Los Angeles Housing Department  
P.O. Box 532729  
Los Angeles, CA 90053-2729  
Attn: Asset Management (CBTS No. 060059)

Assessor's Identification Numbers: 6065-000-009; 6065-001-010;  
6065-001-051; 6065-001-052;  
6051-010-028

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**FIRST AMENDMENT TO THE  
CITY COLLATERAL ASSIGNMENT OF  
PARTNERSHIP DEED OF TRUST  
ADDRESS: 10408-10424 South Central Ave (East),  
10345 South Central Ave (West)  
(IMANI FE EAST & WEST PROJECT)**

This First Amendment to the CITY COLLATERAL ASSIGNMENT OF PARTNERSHIP DEED OF TRUST is made and entered into on \_\_\_\_\_, 2010, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and Grant Housing and Economic Development Corporation, a California nonprofit corporation ("GHEDC").

W I T N E S S E T H

WHEREAS, City and GHEDC previously entered into a Loan Agreement whereby City loaned a total principal amount of Six Million One Thousand One Hundred Seventy Eight Dollars (\$6,001,178) to Borrower, said Agreement effective February 14, 2007;

WHEREAS, the City and GHEDC had entered into the City Collateral Assignment of Partnership Deed of Trust on or about February 13, 2007, which the City Collateral Assignment of Partnership Deed of Trust was recorded as Instrument No. 20070360335 on February 20, 2007 of Official Records in the Office of the County Recorder of Los Angeles County, State of California (the "City Security Agreement"); and

WHEREAS, the City and the GHEDC are desirous of amending the City Collateral Assignment of Partnership Deed of Trust for the purpose of: (a) adding the limited partner under the notice provision; (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Deed of Trust.

NOW, THEREFORE, the City and GHEDC agree that the City Collateral Assignment of Partnership Deed of Trust be amended as follows:

F I R S T   A M E N D M E N T

§1. Amend Section iv, Subsection B by adding the following to the notice for GHEDC:

"Copy to:

Garnet LIHTC Fund XIV, LLC  
c/o AEGON USA Realty Advisors, Inc.  
Mail Drop 5533  
4333 Edgewood Road, NE  
Cedar Rapids, IA 52499-5553  
Attn: LIHTC Reporting"

§2. Except as herein amended, all terms and conditions of the City Collateral Assignment shall remain in full force and effect.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]



IN WITNESS WHEREOF, the City of Los Angeles and the GHEDC have caused this Amendment to be executed by their duly authorized representatives.

City  
Executed this 24<sup>th</sup> day of  
August, 2010  
THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By:   
HELMI A. HISSERICH,  
Assistant General Manager

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

ATTEST:  
JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

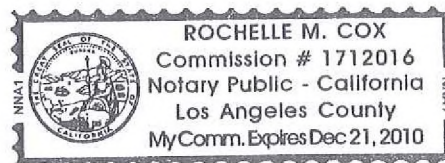
State of California  
County of Los Angeles

On August 25, 2010 before me, Rochelle M. Cox, Notary Public, personally appeared, Helmi Hisserich who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rochelle M. Cox



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

☐ Individual

☐ Corporate Officer

☐ Partner      Title  
                            ☐ Limited  
                            ☐ General

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other:

Signer is representing:  
Name of Person(s) or Entity(ies)

First Amendment To The City Collateral Assignment (Partnership Deed of Trust)  
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above




GHEDC:

Executed this 9<sup>th</sup> day of  
August, 2010

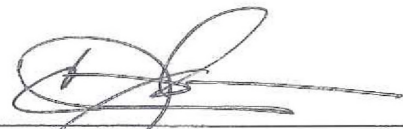
GRANT HOUSING AND ECONOMIC DEVELOPMENT CORPORATION

A California non profit public benefit corporation

By:

  
REVEREND LESLIE R. WHITE, SEAN GASTON  
Chief Executive Officer

By:

  
CHRIS R. JORDAN,  
Executive Director

State of California )  
County of Los Angeles )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

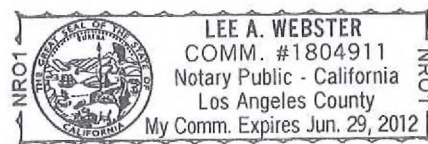
On August 9, 2010 before me, LEE A. WEBSTER, NOTARY PUBLIC,  
(here insert name and title of the officer)

personally appeared SEAN MAURICE BASTON AND CHRIS R. JORDAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lee A. Webster

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of FIRST AMENDMENT OF CITY COLLATERAL  
ASSIGNMENT OF PARTNERSHIP DEED OF TRUST,  
containing 4 pages, and dated 8/9/2010.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_  
  
☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

**EXHIBIT F**  
**PARTNERSHIP LOAN AGREEMENT**  
**(IMANI FE EAST & WEST PROJECT)**

**METHOD OF FINANCING**

Total Development Cost for the Project is \$37,662,946.

The anticipated interim and permanent sources of funding for the Project are as follows:

A. Interim Financing:

Wilshire State Bank	\$15,000,000
LAHD (City Loan)	\$ 6,001,178
CRA/LA	\$ 2,800,000
Deferred Developer Fee	\$ 1,362,643
Limited Partner Equity	<u>\$12,499,125</u>
Total Interim Financing	\$37,662,946

B. Permanent Financing:

Wilshire State Bank	\$ 6,500,000
LAHD (City Loan)	\$ 6,001,178
CRA/LA	\$ 2,800,000
AHP	\$ 717,600
Deferred Developer Fee	\$ 1,362,643
Limited Partner Equity	<u>\$20,281,525</u>
Total Permanent Financing	\$37,662,946

Borrower shall promptly inform Lender of any changes in the amount, terms, and/or sources of financing or funding for the Project. Unless otherwise approved by Lender, any increases in a financing source shall be utilized to reduce the Loan amount where feasible. Unless otherwise approved by Lender, any cost savings and unused contingency funds shall be utilized to reduce Lender's loan.

Deferred developer fees shall be drawn from project cash flow over the first ten (10) years of project operation.



OFFICIAL BUSINESS

Document entitled to free  
Recording per Government  
Code Section 6103

Recording Requested By, and  
When Recorded, Return to:

City of Los Angeles  
Los Angeles Housing Department  
P.O. Box 532729  
Los Angeles, CA 90053-2729  
Attn: Asset Management (CBTS No. 060059)

Assessor's Identification Numbers: 6065-000-009; 6065-001-010;  
6065-001-051; 6065-001-052;  
6051-010-028

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**SECOND AMENDMENT TO THE  
REGULATORY AGREEMENT**

**ADDRESS: 10408-10424 South Central Ave (East),  
10345 South Central Ave (West)  
(IMANI FE EAST & WEST PROJECT)**

THIS SECOND AMENDMENT to the Regulatory Agreement is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") and Imani Fe, L.P., a California limited partnership ("OWNER").

WHEREAS, the City and Owner had entered into the City Regulatory Agreement dated February 13, 2007, which the City Regulatory Agreement was recorded as Instrument No. 20070360336 on February 20, 2007 and as amended and recorded as Instrument No. 20080284686 on February 19, 2008, of Official Records in the Office of the County Recorder of Los Angeles County, State of California ("City Regulatory Agreement"); and

WHEREAS, Paragraph 57 of the City Regulatory Agreement provides for amendments to the City Regulatory Agreement; and

WHEREAS, City and Grant Housing & Economic Development Corporation, a California nonprofit public benefit corporation ("GHED") previously entered into a Loan Agreement, whereby City loaned a total principal amount of Six Million One Thousand One Hundred Seventy Eight Dollars (\$6,001,178) to Borrower, said



Agreement effective February 14, 2007 ("City Loan");

WHEREAS, concurrent to the City Loan, GHED and Owner entered into the Partnership Loan Agreement, whereby GHED loaned the proceeds from the City Loan to Owner, under the same terms and conditions as the City Loan; and

WHEREAS, City and Owner previously entered into a First Amendment to the Regulatory Agreement effective January 11, 2008, for the purpose of changing the source of funds from Community Block Grant Funds ("HCDBG Funds") to Home Investment Partnership Program Funds ("HOME Funds"); and

WHEREAS, the City and the Owner are desirous of amending the Regulatory Agreement for the purpose of: (a) correcting the affordability restrictions to reflect Forty Nine Percent (49%) of ninety (90) units rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households and two (2) manager's units; (b) adding the limited partner under the notice provision; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Regulatory Agreement.

NOW, THEREFORE, the City and Owner agree that the Regulatory Agreement be amended as follows:

§1. Amend Recital F by deleting, "of which Forty Nine Percent (49%) of the units shall be rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households as defined in this City Loan Agreement for the project ("Project")" and replace with, "of which Forty Nine Percent (49%) of ninety (90) units shall be rented at prices affordable to Low Income, Very Low Income, Very Very Low Income, and Very Very Very Low Income Households as defined in this City Loan Agreement for the project and two (2) manager's units ("Project")."

§2. Amend Section 37, Affordability Restrictions, subsection C, by deleting and replacing with the following:

"C. Six (6) one bedroom units, four (4) two bedroom units, and four (4) three bedroom units in the Project shall at all times be occupied or held vacant and available for rental by Very Very Low Income Households (households who



do not exceed forty five percent (45%) median income for the Los Angeles Metropolitan area as determined by HUD with adjustments for smaller and larger households). Income determination shall be made at the time of initial occupancy of a unit by a tenant."

- §3. Amend Section 61 NOTICES, DEMANDS AND COMMUNICATIONS by adding to the end of the Owners' notice the following:

"Copy to:

Garnet LIHTC Fund XIV, LLC  
c/o AEGON USA Realty Advisors, Inc.  
Mail Drop 5533  
4333 Edgewood Road, NE  
Cedar Rapids, IA 52499-5553  
Attn: LIHTC Reporting"

- §4. Amend Exhibit B, Occupancy and Rent Restrictions, of the Regulatory Agreement by deleting and replacing with the attached Exhibit B, Occupancy and Rent Restrictions.
- §5. Except as herein amended, all terms and conditions of the Regulatory Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

IN WITNESS WHEREOF, the City of Los Angeles and the Owner have caused this Second Amendment to be executed by their duly authorized representatives.

Lender:  
Executed this 24<sup>th</sup> day of August, 2010  
THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By:   
HELMY A. HISSERICH  
Assistant General Manager

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

ATTEST:  
JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

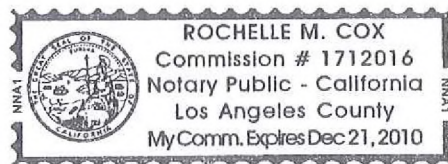
State of California  
County of Los Angeles

On August 25, 2010 before me, Rochelle M. Cox, Notary Public, personally appeared, Helmi Hisserich who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rochelle M. Cox



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Individual                         | <input type="checkbox"/> Trustee(s) |
| <input type="checkbox"/> Corporate Officer                  | <input type="checkbox"/> Other:     |
| Signer is representing:<br>Name of Person(s) or Entity(ies) |                                     |
| <input type="checkbox"/> Partner                            | <input type="checkbox"/> Limited    |
|   | <input type="checkbox"/> General    |
| <input type="checkbox"/> Attorney-in-Fact                   |                                     |

Second Amendment To The Regulatory Agreement  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

Owner:

Executed this 17th day of August, 2010

IMANI FE, LP

A California limited partnership

By: ABS Imani Fe, LLC

A California limited liability company

Its: Co-General Partner

By: 

SAMIR SRIVASTAVA,

Sole Managing Member

## ACKNOWLEDGMENT

State of California  
County of Los Angeles

On 8/11/10 before me, Diane Lena DiNucci, Notary Public  
(insert name and title of the officer)

personally appeared Samir Srivastava  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)



EXHIBIT N  
LOAN AGREEMENT  
(IMANI FE EAST & WEST PROJECT)

AFFORDABILITY RESTRICTIONS AND MAXIMUM RENTS

A. **AFFORDABILITY RESTRICTIONS.** The affordability of the Project shall be maintained as follows:

- A. Four (4) one bedroom units, one (1) two bedroom unit, and one (1) three bedroom unit in the Project shall at all times be occupied or held vacant and available for rental by Low Income Households (households who do not exceed sixty percent (60%) median income for the Los Angeles Metropolitan area as determined by HUD with adjustments for smaller and larger households). Income determination shall be made at the time of initial occupancy of a unit by a tenant.
- B. Four (4) one bedroom units, five (5) two bedroom units, and five (5) three bedroom units in the Project shall at all times be occupied or held vacant and available for rental by Very Low Income Households (households who do not exceed fifty percent (50%) median income for the Los Angeles Metropolitan area as determined by HUD with adjustments for smaller and larger households). Income determination shall be made at the time of initial occupancy of a unit by a tenant.
- C. Six (6) one bedroom units, four (4) two bedroom units, and four (4) three bedroom units in the Project shall at all times be occupied or held vacant and available for rental by Very Very Low Income Households (households who do not exceed forty five (45%) median income for the Los Angeles Metropolitan area as determined by HUD with adjustments for smaller and larger households). Income determination shall be made at the time of initial occupancy of a unit by a tenant.
- D. Three (3) one bedroom units, three (3) two bedroom units, and four (4) three bedroom units in the Project shall at all times be occupied or held vacant and available for rental by Very Very Very Low Income Households (households who do not exceed thirty percent (30%) median income for the Los Angeles Metropolitan area as determined by HUD with adjustments for smaller and larger

households). Income determination shall be made at the time of initial occupancy of a unit by a tenant.

E. All units are described and limited as set forth in this Exhibit N.

**B. MAXIMUM RENTAL CHARGES.** The total charges for rent, utilities, and related services to each Low Income Household shall not exceed thirty percent (30%) of sixty percent (60%) of Median Income. The total charges for rent, utilities, and related services to each Very Low Income Household shall not exceed thirty percent (30%) of fifty percent (50%) of Median Income. The total charges for rent, utilities, and related services to each Very Very Low Income Household shall not exceed thirty percent (30%) of forty five (45%) of Median Income. The total charges for rent, utilities, and related services to each Very Very Very Low Income Household shall not exceed thirty percent (30%) of thirty percent (30%) of Median Income. Initial rents for each Unit shall be as set forth in the Regulatory Agreement. Maximum rent increases shall be calculated by Lender based on the change in permissible rents published by HUD. Borrower shall annually certify each tenant household's gross income and make any rent adjustment pursuant to the terms of the Regulatory Agreement.



**EXHIBIT N**  
**LOAN AGREEMENT**  
**AFFORDABILITY RESTRICTIONS AND MAXIMUM RENTS**  
Imani Fe East & West  
10408-24 & 10345 South Central Avenue

**INCOME LIMIT SCHEDULE**

Family Size	Very Very 30%	40%	Very Low 50%	60%	Income 100%
1	16,650	22,200	27,750	33,300	55,500
2	19,020	25,360	31,700	38,040	63,400
3	21,420	28,560	35,700	42,840	71,400
4	23,790	31,720	39,650	47,580	79,300
5	25,680	34,240	42,800	51,360	85,600
6	27,600	36,800	46,000	55,200	92,000
7	29,490	39,320	49,150	58,980	98,300
8	31,410	41,880	52,350	62,820	104,700

**RENT LIMIT SCHEDULE**

TCAC/ MHP Rent Limits		
	100%	Utility
SRO		16
Eff	1,386	25
1-bdrm	1,486	34
2-bdrm	1,784	43
3-bdrm	2,060	52
4-bdrm	2,300	65
5-bdrm	2,536	73

**RENT SCHEDULE**

Unit Type	Percent Median	Monthly Gross Rent	Monthly Utility Allow.	Monthly Net Rent	Total Number of Units	Total # of Bdms.	HOME-Assisted Units Regulated by LAHD *	Units Regulated by TCAC
One Bdrm	30%	\$446	\$34	\$412	3	3	3	3
One Bdrm	45%	\$669	\$34	\$635	7	7	6	7
One Bdrm	50%	\$743	\$34	\$709	19	19	4	19
One Bdrm	60%	\$892	\$34	\$858	9	9	4	9
Two Bdrm	30%	\$535	\$43	\$492	3	6	3	3
Two Bdrm	45%	\$803	\$43	\$760	4	8	4	4
Two Bdrm	50%	\$892	\$43	\$849	13	26	5	13
Two Bdrm	60%	\$1,070	\$43	\$1,027	4	8	1	4
Three Bdrm	35%	\$721	\$52	\$669	4	12	4	4
Three Bdrm	45%	\$927	\$52	\$875	4	12	4	4
Three Bdrm	50%	\$1,030	\$52	\$978	14	42	5	14
Three Bdrm	60%	\$1,236	\$52	\$1,184	6	18	1	6
Mgr-2 br	N/A			\$0	2	4	0	0
<b>TOTAL</b>					<b>92</b>	<b>174</b>	<b>44</b>	<b>90</b>

The income and rent schedules are effective March 19, 2009 respectively.

\* Overlaid with CDBG Units when applicable.

The City may revise the Income Limits and Rent Schedule annually as reflected by changes in the area median income for Los Angeles. In the event of a conflicts between requirements of HUD project based rental asisted buildings and the income limits and rents set forth herein the HUD contract limits shall control.

Utility Allowances are published by the Housing Authority of City of Los Angeles (HACLA) including gas space heating, gas cooking, basic electricity, code enforcement and rent stabilization.

Number of units regulated by percent of median income

AMI	LAHD	TCAC
30%	6	6
35%	4	4
40%	14	15
50%	14	46
60%	6	19
<b>Total Units</b>	<b>44</b>	<b>90</b>