

**FIRST AMENDMENT TO
REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS**

RECITALS

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants is made as of December 15, 2015, by and between the **County of Monterey** (in its capacity as HOUSING SUCCESSOR AGENCY), (“County”) and **MP Geil LLC**, a California limited liability company (“Owner”).

A. Owner entered into a Purchase and Sale Agreement to purchase real property located at 11299 Geil Street in Castroville in the County of Monterey (the “Property”). Escrow on the purchase closed on July 2, 2015.

B. Owner received a loan from the County in the amount of Four Hundred Thousand Dollars (\$400,000) (the “County Loan”). The purpose of the Loan is to assist with the acquisition and rehabilitation of affordable housing serving the needs of very low and low income households (the “Development”). The Loan is evidenced by the following documents, each dated as of June 15, 2010 (the “Loan Documents”):

1. A Loan Agreement between the County and Owner (the “Agreement”) dated June 12, 2015;
2. A Promissory Note Secured by Deed of Trust dated June 12, 2015 in the principal amount of \$400,000 made by Owner to the order of the County (the “Note”);
3. A Notice of Affordability Restrictions on Transfer of Property between Owner and the County dated June 12, 2015 and recorded in the Official Records of Monterey County on July 2, 2015 as document #2015035878;
4. A Deed of Trust and Security Agreement made by Owner, as “Trustor,” for the benefit of the County, as “Beneficiary,” dated June 12, 2015 and recorded in the Official Records of Monterey County on July 2, 2015 as document #2015035876; and
5. A Regulatory Agreement and Declaration of Restrictive Covenants between Owner and the County (Regulatory Agreement) dated June 12, 2015 and recorded in the Official Records of Monterey County on July 2, 2015 as document #2015035875.

C. Capitalized terms used in this First Amendment and not defined herein shall have the meanings set forth in the Regulatory Agreement.

D. The parties are entering into this First Amendment to amend the Regulatory Agreement to reflect changes to the method of paying the monitoring fee, payable by Owner to the County.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 2.1 Article 1.1 Definitions, “Annual Fees” is deleted in its entirety.
- 2.2 Article 1.1 Definitions, shall have a new addition titled “Loan Monitoring Fee” as follows:

“Loan Monitoring Fee” shall mean the County Loan Monitoring Fee in the amount of \$53,930.93 to be paid upon completion of the project but no later than January 31, 2016.

3. Miscellaneous.

4.1. Except as amended by this First Amendment, the Regulatory Agreement shall continue unmodified and in full force and effect. Any reference to the Regulatory Agreement shall be deemed a reference to that document as amended by this First Amendment.

4.2 Each party represents and warrants that it has the full power and authority to enter into this First Amendment and perform its obligations hereunder.

4.3 This First Amendment may be executed in counterparts.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

County:

THE COUNTY OF MONTEREY, a public body, corporate and politic

By: _____

Its: Economic Development Director

Dated: _____

Approved as to form:

By: _____

Deputy County Counsel

Dated: _____

Developer:

MP Geil Street LLC, a California limited liability company

By: Mid-Peninsula Seven Trees, Inc.,
a California nonprofit public benefit
corporation, its sole and managing member

By: _____

Mathew O. Franklin, Executive Director