

**SECOND AMENDMENT TO
AFFORDABLE HOUSING, FINANCING &
DISPOSITION AND DEVELOPMENT AGREEMENT**

This Second Amendment to Affordable Housing, Financing and Disposition and Development Agreement (the “**Amendment**”) is made this ____ day of _____, 2019, by and between THE RIALTO HOUSING AUTHORITY, a California public body, corporate and politic (“**Authority**”), and RIALTO METROLINK SOUTH HOUSING PARTNERS, L.P., a California limited partnership (“**Developer**”). Authority and Developer are occasionally referred to herein as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Authority and Developer entered into that certain Affordable Housing, Financing and Disposition and Development Agreement, dated as of June 28, 2017 (the “**Original Agreement**”), pursuant to which, among other things, Authority agreed to sell certain real property located in the City of Rialto, County of San Bernardino, State of California (the “**Site**”) to Developer for the development of a 64-unit family affordable rental housing project (the “**Project**”), and to make a purchase money loan and a hard money loan to the Developer.

B. Authority and Developer entered into that certain First Amendment to Affordable Housing Financing & Disposition and Development Agreement dated as of December 12, 2017 (the “**First Amendment**,” and together with the Original Agreement, the “**DDA**”), pursuant to which the Parties agreed to subdivide the Site to create a new parcel to operate a public parking lot consisting of 0.97 acres and a reduced Project size consisting of 1.59 acres and increase the amount of Pre-Development Loan, as more fully set forth therein.

C. Authority and Developer further desire to amend the DDA as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows

A G R E E M E N T:

1. Full Force and Effect; Capitalized Terms. Except as amended hereby, the DDA remains unmodified and in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the DDA.

2. Section 5.C. of the First Amendment shall be deleted and replaced with the following:

In connection with the Lot Line Adjustment, the Developer and Authority intend to revise the Project Description and the Scope of Development. Developer and Authority agree to negotiate a new Scope of Development (“Revised Scope of Development”) to provide for fewer units on the Site, with said revisions memorialized in a third amendment to the Original Agreement. The Authority and Developer shall consider the revisions within sixty calendar (60) days after the City’s Development Review Committee approval of the revised Precise Plan of Design (“Revised PPD”) related to the Revised Scope of

Development. If by December 31, 2019 ("Termination Date"), the Authority and Developer do not approve the third amendment ("Third Amendment") to the Original Agreement or the Developer fails to obtain City Development Review Committee approval of the Revised PPD by the Termination Date, then the Original Agreement, the First Amendment, and this Amendment shall terminate pursuant to Section 708 of the Original Agreement.

3. Governing Laws. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[signatures commence on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date of execution by the Authority.

AUTHORITY:

Dated: _____, 2019

RIALTO HOUSING AUTHORITY,
a California public body, corporate and politic

ATTEST:

By: _____
_____, Authority Chair

Authority Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Authority Attorney

[signatures continue on next page]

DEVELOPER:

RELATED METROLINK SOUTH HOUSING
PARTNERS, L.P., a California limited partnership

By: RELATED/RIALTO METROLINK SOUTH
DEVELOPMENT CO., LLC, a California
limited liability company, its administrative
general partner

By: _____
Frank Cardone, President

By: CORE RIALTO METRO SOUTH MGP,
LLC, a California limited liability company,
its managing general partner

By: National Community Renaissance of
California, a California nonprofit
public benefit corporation, its sole
member and manager

By: _____
Name: _____
Title: _____

By: HPI RIALTO, LLC, a California limited
liability company, its co-general partner

By: Housing Partners I, Inc.,
a California nonprofit public benefit
corporation, its sole member

By: _____
Name: _____
Title: _____

By: LABARGE INDUSTRIES, INC.,
a California corporation, its co-general
partner

By: _____
Josh LaBarge, President