

AMENDMENT TO AGREEMENT AND
PROMISSORY NOTE SECURED BY DEED OF TRUST

THIS FIRST AMENDMENT TO AGREEMENT AND PROMISSORY NOTE SECURED BY DEED OF TRUST ("Amendment") is entered into as of _____, 2026, by and between the CITY OF CUPERTINO, a municipal corporation ("City"), and WEST VALLEY COMMUNITY SERVICES OF SANTA CLARA COUNTY, INC., a California Non-Profit Corporation formerly known as Cupertino Community Services ("WVCS"), with reference to the following facts:

RECITALS

A. WVCS is the owner of that certain real property ("Property") located in the City of Cupertino, County of Santa Clara, State of California, commonly known as 10311 Greenwood Court, Cupertino, California 95014 (APN 369-14-25).

B. City and WVCS previously entered into that certain Agreement dated as of June 14, 1996 (the "Agreement"). Pursuant to the Agreement, the City made a loan to WVCS a loan in the original principal amount of Three Hundred and Twenty Thousand Dollars (\$320,000) for the purpose of funding acquisition of the Property in exchange for certain occupancy and affordability restrictions ("City Loan"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

C. The Loan was evidenced by that certain Promissory Note Secured by Deed of Trust dated June 14, 1996, executed by WVCS in favor of City ("Note"), and are secured by that certain Deed of Trust, Securing City Loan with Assignment of Rents dated as of June 14, 1996, executed by WVCS in favor of City and recorded with the Santa Clara County Recorder's Office on June 19, 1996, as Instrument No. 13336671, encumbering the Property (the "Deed of Trust").

D. On November 23, 2010, WVCS received a grant in the original principal amount of One Hundred Thousand Dollars (\$100,000) from Housing Trust Silicon Valley, a California nonprofit public benefit corporation formerly known as the Housing Trust of Santa Clara County ("2010 Grantor") to fund capital improvements to the Property subject to certain use restrictions pursuant to that certain Safety Net Capital Improvement Revocable Grant Agreement ("2010 Grant"). The 2010 Grant was secured by a Deed of Trust With Assignment of Rents and Security Agreement executed on November 23, 2010 and recorded with the Santa Clara County Recorder's Office on December 16, 2010, as Instrument No. 21008779.

E. On July 1, 2016, the City and WVCS entered into that certain Below Market Rate Affordable Housing Fund City/Non-Profit Contract, as amended on July 1, 2017, pursuant to which the City provided a grant to WVCS in the amount of Three Hundred and Twenty Thousand Dollars (\$320,000) for rehabilitation of the Property. In connection therewith, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated July 1, 2017, and recorded with the Santa Clara County Recorder's Office on November 14, 2017, as Instrument No. 23800312 ("Affordability Covenant").

F. The City and WVCS desire to amend the City Loan to extend the maturity date in order to align the term of the City Loan with the term of the Affordability Covenant, thereby supporting the continued provision of affordable housing at the Property and furthering the City's housing objectives.

G. The parties now desire to enter into this Loan Modification Agreement to extend the maturity date of the City Loan and to otherwise reaffirm the terms of the City Loan, subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, City and WVCS hereby agree as follows:

1. Loan Extension. The following language shall hereby be substituted in lieu of, and shall supersede and replace in its entirety, Section IV.A.1.a. of Exhibit B to the Agreement: "July 1, 2116; or"

2. Note Amendment. The following language shall hereby be substituted in lieu of, and shall supersede and replace in its entirety, paragraphs three and four of the Note:

"This Note shall, at the option of CITY any time prior July 1, 2116, become immediately due and payable upon: (a) a change in the use of the Project Property without the prior written consent of CITY; or (b) the sale, transfer, lease or other disposition of the Project Property by CONTRACTOR without the prior written consent of CITY; or (c) failure of CONTRACTOR to file reports as required in EXHIBIT A of the CONTRACT; or (d) acceptance by CONTRACTOR of any tenants who do not meet the income limits set forth in EXHIBIT B of the CONTRACT; or (e) failure of CONTRACTOR to set Project Property rents as described in EXHIBIT B of the CONTRACT; or (f) failure of CONTRACTOR to make repayments of the City Loan as set forth in EXHIBIT B of the CONTRACT; or (g) any other material contract noncompliance with the CONTRACT and its exhibits.

The entire principal balance shall be considered paid in full if any of the contingencies set forth in (a), (b), (c), (d), (e), (f), and (g) above have not occurred or have occurred but been cured any time prior to July 1, 2116."

3. Subordination Agreement. As a condition to the effectiveness of the loan extension contemplated herein, the City requires that the 2010 Grantor execute and deliver a subordination agreement, in form acceptable to the City, subordinating its interest to the lien of the City Loan, as amended ("Subordination Agreement")

4. Event of Conflict. In the event of conflict or inconsistency between the terms and conditions of the Agreement or the Note, on the one hand, and the terms and conditions of this Amendment, on the other hand, the terms and conditions of this Amendment shall control.

5. All Other Provisions of Agreement and Note to Remain in Effect. Except as specifically modified herein, all of the other remaining and provisions of the

Agreement, and the Note, and the terms, conditions, and covenants contained therein, shall remain unchanged and in full force and effect and shall not be amended, modified, or in any way affected hereby.

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

"City"

City of Cupertino,
a Municipal Corporation

By: _____
Kitty Moore, Mayor

"WVCS"

West Valley Community Services Of Santa
Clara County, Inc.,
a California nonprofit corporation
formerly known as Cupertino Community
Services

By: _____
Sujatha Venkatraman, Executive Director

ATTEST:

Lauren Sapudar, City Clerk

APPROVED AS TO FORM:

Floy Andrews, Interim City Attorney