

**AGREEMENT FOR REAFFIRMATION OF COUNTY'S AGREEMENT**

This Agreement for Reaffirmation of County's Agreement (this "Reaffirmation") which serves as a second amendment to County's Agreement No. 08-266, dated June 3, 2008, as amended by Agreement No. 08-226-1, dated October 20, 2009, is entered into June 24<sup>th</sup>, 2025 between the County of Fresno, a political subdivision of the State of California ("County") and AMCAL Cordova Fund, L.P., a California limited partnership (the "Partnership"), which consists of:

(1) **Better Opportunities Builder, Inc.** ("BOB"), a California non-profit public benefit corporation as the Managing General Partner ("Managing General Partner"), who is governed by a Board of Directors and has no member entities; and which cannot be removed or replaced except as specified in Section IV(S) of Agreement No. 08-266 as amended; and

(2) **Selma Stillman AGP LLC**, a California limited liability company as the current and anticipated to be outgoing Administrative General Partner, whose sole member is AMCAL Multi-Housing, Inc., a California corporation; and

(3) **Selma Stillman Investor, L.P.**, a California limited partnership as the current and anticipated to be outgoing Investor Limited Partner, whose general partner is AMCAL Enterprises, Inc., a California corporation;

And, as part of an anticipated sale of partnership interests (the, "Transfer"), is expected to eventually include the following in replacement of the entities noted as outgoing above:

(4) **TA MIM Cordova LLC**, a Delaware limited liability company as the Administrative General Partner, whose sole member and Manager is TA MIM Affordable Housing Partners LLC, a Delaware limited liability company who has reviewed, but is not a signatory to this Reaffirmation as they are anticipated to join the Partnership at the closing of the Transfer, the date of which is expected to occur after the date this Reaffirmation is executed but on or before December 31, 2025; and

(5) **TA MIM Cordova Limited Partner LLC**, a Delaware limited liability company as the Investor Limited Partner whose sole member and Manager is TA MIM Affordable Housing Partners LLC, a Delaware limited liability company who has reviewed, but is not a signatory to this Reaffirmation as they are anticipated to join the Partnership at the closing of the Transfer, the date

1 of which is expected to occur after the date this Reaffirmation is executed but on or before  
2 December 31, 2025.

3 **RECITALS**

4 A. The Partnership is the owner of an eighty-one (81) unit multifamily apartment project  
5 located at 2320 Stillman Avenue, in the City of Selma, County of Fresno, State of California more  
6 commonly known as "Cordova Apartments" (the "Project").

7 B. The County of Fresno, a political subdivision, and Cordova Fund, L.P., a California  
8 limited partnership ("CF") entered into that certain Agreement No. 08-266 dated June 3, 2008, as  
9 amended by that certain Amendment No. 08-226-1 dated October 20, 2009 (as amended, the  
10 "Agreement"), relating to a One Million Seven Hundred Fifty Thousand Dollar (\$1,750,000) loan,  
11 which was later increased to a One Million, Eight Hundred and Thirty Two Thousand, Five Hundred  
12 Dollar (\$1,832,500) loan ("Loan") made from HOME funds to assist with the construction of the  
13 Project.

14 C. The Partnership executed the following documents in connection with the Loan  
15 (collectively, the "HOME Documents"): (i) an undated Promissory Note, (ii) a HOME Regulatory  
16 Agreement dated as of March 10, 2010, which was recorded in the Official Records of Fresno  
17 County on March 19, 2010 as Document No. 2010-0036839, (iii) a Deed of Trust dated as of March  
18 19, 2010, which was recorded in the Official Records of Fresno County on March 19, 2010 as  
19 Document No. 2010-0036840, and (iv) a Deed Restriction Agreement dated as of March 19, 2010,  
20 which was recorded in the Official Records of Fresno County on March 19, 2010 as Document No.  
21 2010-0036841.

22 D. On August 4, 2009, the Partnership represents that CF was terminated pursuant to  
23 that certain Certificate of Cancellation filed with the California Secretary of State. The Partnership  
24 represents that it was formed to replace CF, as evidenced by its execution and delivery of the  
25 HOME Documents. However, the Partnership did not execute or reaffirm its obligations under the  
26 Agreement.

27 E. The Partnership represents that its Managing General Partner, BOB, was also the  
28 Managing General Partner of CF, and was a party to and a signatory of the Agreement.

1 F. In connection with foregoing, the parties are entering into this Reaffirmation to  
2 reaffirm that the Partnership shall have all of the rights, obligations and liabilities of CF under the  
3 Agreement.

#### 4 **AGREEMENT**

5 1. Accordingly, in consideration of the foregoing Recitals and for other good and  
6 valuable consideration, Partnership hereby acknowledges that it has received and reviewed the  
7 Agreement, and acknowledges and reaffirms that the Partnership shall have all of the rights,  
8 obligations and liabilities of CF under the Agreement, and agrees, without qualification or  
9 reservation of right, to perform each and every one of CF's obligations and responsibilities under  
10 the Agreement, and to adhere to all terms of the Agreement as though it were a signatory party of  
11 the Agreement, instead of CF. Partnership agrees that its liability under the Agreement shall  
12 include liability accruing as a result of CF's, as well as the Partnership's, performance or failure to  
13 perform its obligations under the Agreement.

14 2. The Partnership agrees to each and every term of the Agreement.

15 3. The County consents to this Reaffirmation, including without limitation the Transfer.

16 4. **Indemnity.** The Partnership shall indemnify and hold harmless and defend the  
17 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
18 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
19 liabilities of any kind to the County, the Partnership, or any third party that arise from or are a result  
20 of the parties entering into this Reaffirmation. The County may conduct or participate in its own  
21 defense without affecting the Partnership's obligation to indemnify and hold harmless or defend  
22 the County. This Section 4 survives the termination or expiration of this Reaffirmation and the  
23 Agreement.

24 5. **No Pending Litigation.** The Partnership represents that there is no pending or  
25 threatened litigation, action, suit, proceeding at law or in equity, arbitration or administrative or  
26 other proceeding by or before any court or any other governmental authority pending, or to the  
27 knowledge of the Partnership, threatened against the Partnership, that could reasonably be  
28 anticipated to have any effect on this Reaffirmation or the Agreement, and Partnership has no

1 knowledge of any facts or circumstances that could reasonably be anticipated to give rise to any  
2 such proceeding.

3       6.     **Authorized Signature.** Each person executing this Reaffirmation in a  
4 representative capacity hereby warrants and represents to the other parties that he or she is  
5 authorized to do so, and that his or her signature shall be binding on that party.

6       7.     **Notices.** Partnership agrees that the persons and their addresses having authority  
7 to give and receive notices under the Agreement and this Reaffirmation are as follows:

8 **Current Parties to Receive Notices:**

9       **Borrower and Managing General Partner:**

10           AMCAL Cordova Fund, L.P.  
11           c/o Better Opportunities Builder, Inc.  
12           its Managing General Partner  
13           Attention: Chief Executive Officer  
14           P.O. Box 11863  
15           Fresno CA 93775-1863

16       **Administrative General Partner:**

17           Selma Stillman AGP LLC  
18           Attention: Percival Vaz  
19           30141 Agoura Road, Suite 100  
20           Agoura Hills, California 91301

21       With a copy to:

22           Bocarsly Emden Cowan Esmail & Arndt LLP  
23           633 West Fifth Street, Suite 5880  
24           Los Angeles, CA 90034  
25           Attention: Kyle Arndt

26       **Investor Limited Partner:**

27           Selma Stillman Investor, L.P.  
28           Attention: Percival Vaz

1 30141 Agoura Road, Suite 100

2 Agoura Hills, California 91301

3 With a copy to:

4 Bocarsly Emden Cowan Esmail & Arndt LLP

5 633 West Fifth Street, Suite 5880

6 Los Angeles, CA 90034

7 Attention: Kyle Arndt

8 **Parties to Receive Notices Following Close of Anticipated Transfer:**

9 **Borrower and Managing General Partner:**

10 AMCAL Cordova Fund, L.P.

11 c/o Better Opportunities Builder, Inc.

12 its Managing General Partner

13 Attention: Chief Executive Officer

14 P.O. Box 11863

15 Fresno CA 93775-1863

16 **Administrative General Partner:**

17 TA MIM Cordova LLC

18 Attention: Tammi Warner

19 10100 Santa Monica Boulevard, Suite 400,

20 Los Angeles, California 90067

21 With a copy to:

22 Cox, Castle & Nicholson LLP

23 Attention: Ofer Elitzur, Esq.

24 50 California Street, Suite 3200

25 San Francisco, California 94111

26 **Investor Limited Partner:**

27 TA MIM Cordova Limited Partner LLC

28 Attention: Tammi Warner

1 10100 Santa Monica Boulevard, Suite 400,  
2 Los Angeles, California 90067

3 With a copy to:

4 Cox, Castle & Nicholson LLP  
5 Attention: Ofer Elitzur, Esq.  
6 50 California Street, Suite 3200  
7 San Francisco, California 94111

8 For all claims arising from or related to this Reaffirmation, nothing in this Reaffirmation  
9 establishes, waives, or modifies any claims presentation requirements or procedures provided by  
10 law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
11 beginning with section 810).

12 8. **Retroactive.** This Reaffirmation is effective retroactive to August 4, 2009.

13 9. **General Terms.**

14 A. **Non-Assignment.** With the exception of the planned Transfer described  
15 herein, neither party may assign its rights or delegate its obligations under this Reaffirmation  
16 without written notice to the other party.

17 B. **Governing Law.** The laws of the State of California govern all matters  
18 arising from or related to this Reaffirmation.

19 C. **Jurisdiction and Venue.** This Reaffirmation is signed and performed in  
20 Fresno County, California. The Partnership consents to California jurisdiction for actions arising  
21 from or related to this Reaffirmation, and, subject to the Government Claims Act, all such actions  
22 must be brought and maintained in Fresno County.

23 D. **Construction.** The final form of this Reaffirmation is the result of the parties'  
24 combined efforts. If anything in this Reaffirmation is found by a court of competent jurisdiction to  
25 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Reaffirmation  
26 against either party.

27 E. **Days.** Unless otherwise specified, "days" means calendar days.

28 F. **Headings.** The headings and section titles in this Reaffirmation are for

1 convenience only and are not part of this Reaffirmation.

2           G.     **Severability.** If anything in this Reaffirmation is found by a court of  
3 competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Reaffirmation  
4 remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable  
5 part of this Reaffirmation with lawful and enforceable terms intended to accomplish the parties'  
6 original intent.

7           H.     **Nondiscrimination.** During the performance of this Reaffirmation, the  
8 Partnership shall not unlawfully discriminate against any employee or applicant for employment,  
9 or recipient of services, because of race, religious creed, color, national origin, ancestry, physical  
10 disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
11 gender identity, gender expression, age, sexual orientation, military status or veteran status  
12 pursuant to all applicable State of California and federal statutes and regulation.

13           I.     **No Waiver.** Payment, waiver, or discharge by the County of any liability or  
14 obligation of the Partnership under this Reaffirmation on any one or more occasions is not a waiver  
15 of performance of any continuing or other obligation of the Partnership and does not prohibit  
16 enforcement by the County of any obligation on any other occasion.

17           J.     **Electronic Signature.** Both parties agree that this Reaffirmation may be  
18 executed by electronic signature as provided in this section.

19               a.     An "electronic signature" means any symbol or process intended by  
20 an individual signing this Reaffirmation to represent their signature, including but not limited  
21 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
22 electronically scanned and transmitted (for example PDF document) version of an original  
23 handwritten signature.

24               b.     Each electronic signature affixed or attached to this Reaffirmation  
25 (1) is deemed equivalent to a valid original handwritten signature of the person signing this  
26 Assignment for all purposes, including but not limited to evidentiary proof in any  
27 administrative or judicial proceeding, and (2) has the same force and effect as the valid  
28 original handwritten signature of that person.

1 c. The provisions of this section satisfy the requirements of Civil Code  
2 section 1633.5, subdivision {b), in the Uniform Electronic Transaction Act (Civil Code,  
3 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken  
5 and satisfied the requirements of Government Code section 16.5, subdivision (a),  
6 paragraphs (1) 4 through (5), and agrees that each other party may rely upon that  
7 representation.

8 e. This Reaffirmation is not conditioned upon the parties conducting the  
9 transactions under it by electronic means and either party may sign this Reaffirmation with  
10 an original handwritten signature.

11 K. This Reaffirmation may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Reaffirmation.

13 9. The Agreement as reaffirmed by this Reaffirmation is ratified and continued. All  
14 provisions of the Agreement not amended by this Reaffirmation remain in full force and effect.

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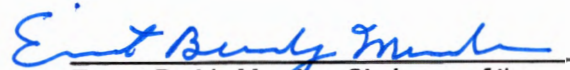
1 The parties are signing this Reaffirmation on the date stated in the introductory clause.

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COUNTY OF FRESNO:

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Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

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Date: 6-24-2025

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ATTEST:

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Bernice E. Seidel  
Clerk of the Board of Supervisors

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By:   
Deputy

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Date: 6-24-2025

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ORG NO: 7205  
ACCOUNT NO: 7295  
PROJECT NO: 15991458  
FUND NO: 0001  
SUBCLASS NO: 10000

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April 11, 2025

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The parties are signing this Reaffirmation on the date stated in the introductory clause.

**PARTNERSHIP:**


**AMCAL CORDOVA FUND, L.P.,**  
a California limited partnership  
  
Better Opportunities Builder, Inc.,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: Tyrone Roderick Williams  
Tyrone Roderick Williams,  
Secretary/Director

Date: 5.14.2025

1           The parties are signing this Reaffirmation on the date stated in the introductory clause.

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3 **PARTNERSHIP:**

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12 **Selman Stillman AGP LLC,**  
13 a California limited liability company,  
its Administrative General Partner  
14  
15 By: **AMCAL Multi-Housing, Inc.,**  
a California limited liability company  
its Sole Member  
16 By:   
17 Percival Vaz, Chief Executive Officer

18           Date: 5/14/2025  
19 \_\_\_\_\_