

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

2 This Agreement for Reaffirmation of County's Agreement (this "Reaffirmation") which
 3 serves as a second amendment to County's Agreement No. 08-266, dated June 3, 2008, as
 4 amended by Agreement No. 08-226-1, dated October 20, 2009, is entered into _____,
 5 2025 between the County of Fresno, a political subdivision of the State of California ("County") and
 6 AMCAL Cordova Fund, L.P., a California limited partnership (the "Partnership"), which consists of:

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

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

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

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

19 (4) **TA MIM Cordova LLC**, a Delaware limited liability company as the Administrative
 20 General Partner, whose sole member and Manager is TA MIM Affordable Housing Partners LLC,
 21 a Delaware limited liability company who has reviewed, but is not a signatory to this Reaffirmation
 22 as they are anticipated to join the Partnership at the closing of the Transfer, the date of which is
 23 expected to occur after the date this Reaffirmation is executed but on or before December 31,
 24 2025; and

25 (5) **TA MIM Cordova Limited Partner LLC**, a Delaware limited liability company as
 26 the Investor Limited Partner whose sole member and Manager is TA MIM Affordable Housing
 27 Partners LLC, a Delaware limited liability company who has reviewed, but is not a signatory to this
 28 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:

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

Date: _____

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

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

JK:RJ
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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
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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 _____