

**First Amendment to
First Amended and Restated Agreement of Limited Partnership of
Mosley and Mabuhay LP**

This First Amendment to First Amended and Restated Agreement of Limited Partnership (this “**Amendment**”) made effective as of September 24, 2024, by and between ICD Mosley LLC, a California limited liability company (the “**Managing General Partner**”) and the Housing Authority of the City of Alameda, a public body corporate and politic (the “**Limited Partner**”).

RECITALS

A. Mosley and Mabuhay LP, a California Limited Partnership (the “**Partnership**”) is governed by that certain Agreement of Limited Partnership entered into as of May 22, 2022 (the “**Partnership Agreement**”). All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Partnership Agreement.

B. The parties desire to amend the Partnership Agreement pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree that the Partnership Agreement is amended on the following terms and conditions.

1. Amendments. Effective as of the date hereof, Section 7(c) of the Partnership Agreement is hereby amended by adding the following additional paragraphs thereto:

(vi) Managing General Partner borrows money on behalf of the limited partnership, encumbering the limited partnership’s assets, placing title in the name of a nominee to obtain financing, preparing items in whole or in part, in connection to refinancing, increasing, modifying or extending any obligation.

(vii) Managing General Partner determines the amount and timing of distributions to partners and establishing and maintaining all required reserves.

2. Affirmation of Partnership Agreement. Except as otherwise provided herein, the Parties hereto affirm the Partnership Agreement.

3. Counterparts. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

4. Electronic Signature. The use of an Electronic signature (“**E-Signature**”) by either or both parties in executing this Amendment shall constitute the legal equivalent of a manual or handwritten signature as if the party/ies signed this Amendment in writing. No certification authority or other third-party verification shall be required to validate the E-Signature/s, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Amendment.

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

Managing General Partner:

ICD Mosley LLC,
a California limited liability company

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: _____
Vanessa Cooper
President

Limited Partner:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: _____
Vanessa Cooper
Executive Director