

**RESOLUTION NO. 11-42  
ATTACHMENT NO. 1**

**SECOND AMENDMENT TO OWNER PARTICIPATION AGREEMENT**

This Second Amendment to Owner Participation Agreement (Second Amendment) is entered into on this 2<sup>nd</sup> day of August, 2011 (Effective Date), by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic (Agency), the CITY OF CARSON (City) and CORMIER CHEVROLET COMPANY, a California corporation, whose offices are located at 2201 East 223rd Street, Carson, CA 90810 (Participant) with respect to the following:

**RECITALS**

WHEREAS, Participant operates the Cormier Chevrolet and Cormier Hyundai dealerships on land within the city of Carson that Participant leases from the Agency (hereinafter defined as the Property) within the Carson Consolidated Redevelopment Project Area; and

WHEREAS, Participant desires to redevelop the Property by constructing a new showroom for the Hyundai dealership (Project) that Participant will operate on the Property, the construction of which will result in the increased generation of property tax and sales tax revenue to the city of Carson; and

WHEREAS, the Agency and Participant entered into that certain Owner Participation Agreement dated February 1, 2011 (OPA), which provided for a bridge loan from the Agency to assist Participant with the payment of predevelopment costs incurred by Participant in connection with the construction of the Project until such time as the Participant's construction loan funds; and

WHEREAS, on March 8, 2011, Agency transferred title to the premises to the City; and

WHEREAS, as the Project financing was delayed due to unforeseeable changes in capital and financial market conditions, the parties approved a First Amendment to the OPA on May 17, 2011, to extend the time for repayment of the bridge loan; and

WHEREAS, on August 2, 2011, City transferred title to the premises to the Agency such that upon the execution of this Second Amendment, City shall no longer be a party to the OPA; and

WHEREAS, as the Participant's construction loan has not yet funded, the parties desire to extend the time for repayment of the bridge loan for an additional forty-five (45) days.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

Section 1. Section 4.1 of the OPA, "Loan by Agency," is hereby amended in its entirety to read as follows:

"Within three (3) business days of executing this Agreement, but subject to satisfaction or Agency's waiver of each and all of the Agency's Conditions to Funding set forth in Section 4.4 hereof, Agency shall, pursuant to the OPA Note