

**Recording requested by and
when recorded, mail to:**

County of Santa Barbara
Housing and Community Development
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101
Attn: Deputy Director

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

**MODIFICATION AGREEMENT
(HOME LOAN PROGRAM)**

This Modification Agreement (the "Agreement") is entered into as of this Sunday of June, 2018, by and between PATHPOINT, a California nonprofit public benefit corporation ("PATHPOINT"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County") with reference to the following facts:

A. PHOENIX OF SANTA BARBARA, dba Crescend Health, a California non-profit public benefit corporation, ("PSB") is merging into PATHPOINT as of July 1, 2018 (the "Merger"). Pursuant to the Merger, PATHPOINT is acquiring all of PSB's fee interest in certain real property located in the County of Santa Barbara, California which is more particularly described in Exhibit A, attached to this Agreement and incorporated herein by this reference (the "Property").

B. Pursuant to that certain Loan Agreement dated on or about November 1, 2006, between the County and PSB (the "HOME Loan Agreement"), the County provided a loan of Home Investment Partnership Program funds to PSB which is evidenced by a promissory note dated November 1, 2006 (the "HOME Note") in the principal amount of \$400,000 (the "HOME Loan") and secured by a Deed of Trust recorded November 8, 2006, as Instrument No. 2006-87455 in the Official Records of the County of Santa Barbara, (the "HOME Deed of Trust") and a Regulatory Agreement recorded November 8, 2006, as Instrument No. 2006-87454 (the "HOME Regulatory Agreement").

C. The HOME Loan Agreement, the HOME Note, the HOME Deed of Trust, the HOME Regulatory Agreement and any other documents, as amended from time to time, evidencing or securing the HOME Loan shall be referred to herein collectively as the "HOME Loan Documents." The HOME Loan Documents contain the terms for the disbursement and repayment of the HOME Loan, in addition to restrictions affecting the Property. Capitalized terms used in this Agreement and not defined shall have the meanings set forth in the HOME Loan Documents.

D. Concurrently with the Merger and the transfer of the Property described above on

July 1, 2018, (i) all of PSB's rights, title, interest and obligations under the HOME Loan Documents shall be automatically and as operation of law be assigned to PATHPOINT, and PATHPOINT shall automatically and as operation of law accept such assignment. Upon the Merger, PATHPOINT shall automatically and as operation of law assume all obligations of PSB under the HOME Loan Documents. .

E. Upon the completion of the Merger, PATHPOINT shall cause that a copy of the Certificate of Merger, certified by the Secretary of the State of California ("Certificate of Merger"), be recorded on the Property pursuant to California Corporations Code §8021.

F. In light of the Merger, the parties desire to modify certain provisions of the HOME Loan Documents as indicated below.

NOW, THEREFORE, in consideration of the recital above which are true and accurate and incorporate herein, the parties agree as follows:

1. Modification of Term of Home Regulatory Agreement. Following the Merger on July 1, 2018, Section 17 of the Home Regulatory Agreement is amended and restated in its entirety to read as follows:

"17. TERM OF THE AGREEMENT. This Agreement shall commence upon execution and shall remain in full force and effect until November 5, 2036, which is thirty (30) years from the date that the County HOME Loan was closed-out in the federal Integrated Disbursement and Information System (IDIS)."

2. Modification of Party. Following the Merger on July 1, 2018, all references in the Home Loan Documents to PSB shall mean PATHPOINT.

3. No Other Amendments. Except as described above and as amended by this Agreement, the HOME Loan Documents shall continue unmodified and in full force and effect.

4. Effective Date. This Agreement shall be effective as of the date of recordation of the Agreement and the Certificate of Merger on the Property.

5. Recitals. The recitals set forth at the beginning of this Agreement are true and correct and incorporated in this Agreement. .

6. Counterparts. This Agreement 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.

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

THAT PORTION OF LOT 4 OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 27 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND PART OF TRACT NO. 1 OF THE MISSION LANDS OF SANTA BARBARA AS FINALLY CONFIRMED TO J.S. ALEMANY, BISHOP IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF PEDREGOSA CREEK DIRECTLY BELOW THE CENTER OF THE EAST FACE OF THE KEYSTONE OF THE ARC OF THE STONE BRIDGE; THENCE NORTH 84°09' EAST 50.13 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 84°09' EAST 14.46 FEET TO AN X ON LARGE BOULDER; THENCE NORTH 59°56' EAST 112.08 FEET TO AN X ON BOULDER; THENCE NORTH 7°12' EAST 209.65 FEET TO AN X ON BOULDER; THENCE NORTH 20°14' EAST 256.33 FEET TO AN X ON BOULDER; THENCE SOUTH 60°2'28" EAST 306.27 FEET, MORE OR LESS TO THE SOUTH END OF THE TENTH COURSE IN THE DESCRIPTION OF PARCEL II CONTAINED IN THE DEED TO THE PARTY HERETO OF THE FIRST PART FROM COUNTY NATIONAL BANK AND TRUST COMPANY OF SANTA BARBARA, RECORDED IN BOOK 598 OF OFFICIAL RECORDS, PAGE 448, RECORDS OF SAID COUNTY, SAID POINT BEING APPROXIMATELY 20 FEET IN A WESTERLY DIRECTION FROM A HALF INCH SURVEY PIPE SET IN THE CENTER OF MOUNTAIN DRIVE; THENCE SOUTH 10°30' WEST 114 FEET; THENCE SOUTH 49° WEST 87 FEET; THENCE SOUTH 68° WEST 113.6 FEET; THENCE SOUTH 53°30' WEST 57 FEET; THENCE SOUTH 34°30' WEST 179 FEET; THENCE SOUTH 48°30' WEST 88 FEET; THENCE SOUTH 85°30' FEET TO A POINT; THENCE NORTH 3° WEST 110.19 FEET TO THE TRUE POINT OF BEGINNING.

APN: 023-280-09-00-3

IN WITNESS WHEREOF, COUNTY and PATHPOINT have executed this Agreement by the respective authorized officers as set forth below as of the date first written above.

PATHPOINT

PATHPOINT, a California non-profit public benefit corporation

By: _____
Gerald Pelton, Chair

By: _____
Jean Smith, Secretary

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

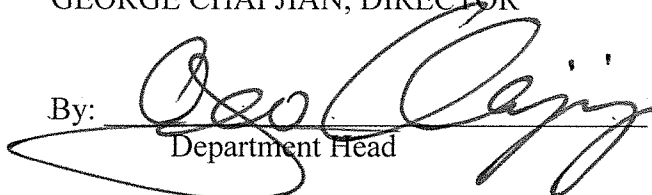
By: _____
DAS WILLIAMS
Chair, Board of Supervisors

Date: _____

**APPROVED AS TO ACCOUNTING
FORM:**
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy Auditor- Controller

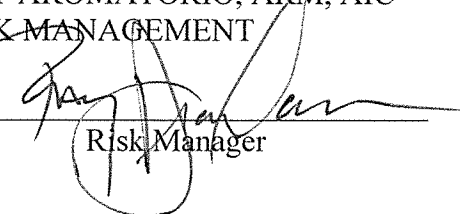
**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES
DEPARTMENT:**
GEORGE CHAPJIAN, DIRECTOR

By:  _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy COUNTY Counsel

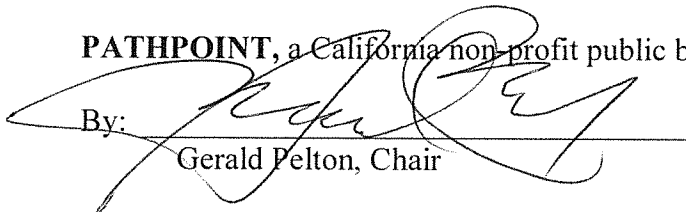
APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By:  _____
Risk Manager

IN WITNESS WHEREOF, COUNTY and PATHPOINT have executed this Agreement by the respective authorized officers as set forth below as of the date first written above.

PATHPOINT

PATHPOINT, a California non-profit public benefit corporation

By: 
Gerald Felton, Chair

By: 
~~Jean Smith, Secretary~~ Juliette Ugartechea, CFO

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy COUNTY Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

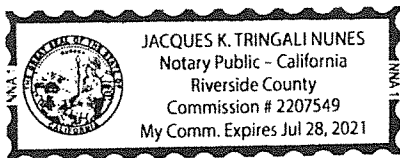
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 04/13/2018 before me, Jacques K Tringali Nunes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gerald Reichle Pelton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification Agreement

Document Date: 4/13/18 Number of Pages: 34

Signer(s) Other Than Named Above: -

Capacity(ies) Claimed by Signer(s)

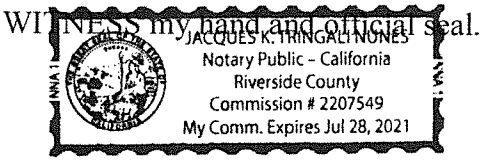
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On 04/13, 2018, before me, Jacques K Tringali Nunes, Notary Public a Notary Public, personally appeared Gerald Reichle Delton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Jacques K Tringali Nunes

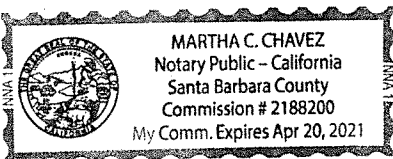
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On May 16, 2018, before me, Martha C Chavez, a Notary Public, personally appeared Sulwette Ugartechea, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Martha C Chavez