

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Attention: Brittany Hudson
MAC D1086-239
550 S Tryon Street, 23rd Floor
Charlotte, NC 28202
Loan No. 1021607

(SPACE ABOVE FOR RECORDER'S USE)

**SUBORDINATION AGREEMENT
(COUNTY OF SANTA BARBARA – HOME LOAN)**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE ESTATES IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this “**Agreement**”) is made as of November __, 2023, by and among BUELLTON GARDEN APARTMENTS, L.P., a California limited partnership (“**Borrower**”), COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“**Junior Lienholder**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“**Senior Lienholder**”).

RECITALS

A. Borrower owns (i) a fee interest in certain real estate more particularly described on Exhibit A, and fee interest in all improvements now or hereafter located thereon (collectively, the “**Real Property**”), and (ii) that certain personal property more particularly described in the Senior Loan Documents (defined below) (the “**Personal Property**”; together with the Real Property, the “**Property**”).

B. Junior Lienholder has agreed to make a loan to Borrower in the aggregate principal amount of \$1,500,000 (the “**Junior Loan**”). The Junior Loan shall be evidenced by each of the documents listed on Exhibit B together with all other documents and materials entered into with Junior Lienholder with respect to the Property (collectively, the “**Junior Obligation Documents**”), except the County Regulatory Agreement (defined below) shall not be a Junior Obligation Document.

C. As used herein, the term “**Junior Obligations**” means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Junior Lienholder under the Junior Obligation Documents, together with all costs and expenses, including attorneys’ fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

D. In connection with the Junior Loan, Borrower and Junior Lienholder will also enter into that certain County HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants dated as of November 7, 2023, to be recorded in the Official Records (defined below) substantially concurrently herewith (the “**County Regulatory Agreement**”). The County Regulatory Agreement shall not be subject to or subordinated by this Agreement and the encumbrance of, and the covenants and conditions contained in, the County Regulatory Agreement shall be senior to the lien, covenants, terms and conditions of the Senior Loan Documents.

E. Senior Lienholder and the California Municipal Finance Authority, a joint exercise of powers authority and public entity, duly organized and existing under the laws of the State of California (“**Governmental Lender**”) have entered into that certain Funding Loan Agreement dated as of [November 1], 2023 (the “**Funding Loan Agreement**”), pursuant to which Senior Lienholder is making a loan to Governmental Lender in the aggregate original principal amount of up to \$[_____] (the “**Funding Loan**”). The Funding Loan is comprised of (i) a tax-exempt portion in the original principal amount of \$[_____] (the “**Tax-Exempt Portion**”), evidenced by that certain California Municipal Finance Authority Multifamily Housing Revenue Note (Buellton Garden Apartments) 2023 Series A-1 made by Governmental Lender to the order of Senior Lienholder in the original principal amount of \$[_____] (the “**Funding Loan Tax-Exempt Note**”); and (ii) a taxable portion in the original principal amount \$[_____] (the “**Taxable Portion**”), evidenced by that certain California Municipal Finance Authority Multifamily Housing Revenue Note (Buellton Garden Apartments) 2023 Series A-2 (Taxable) made by Governmental Lender to the order of Senior Lienholder in the original principal amount of \$[_____] (the “**Funding Loan Taxable Note**” and together with the Funding Loan Tax-Exempt Note, collectively, the “**Funding Loan Notes**”).

F. Governmental Lender will utilize the proceeds of the Funding Loan to make a loan to the Borrower in the original principal amount of up to \$[_____] (the “**Senior Loan**”), pursuant to that certain Borrower Loan Agreement dated as of even date herewith, by and between Borrower and Governmental Lender (the “**Senior Loan Agreement**”), to finance, in part, the acquisition and construction of an eighty-nine (89) unit multifamily housing development (the “**Project**”) on the Property.

G. The obligations of Borrower to repay the principal of the Senior Loan and accrued interest and premium thereon are evidenced by (i) that certain Borrower Loan Promissory Note (Tax-Exempt) dated as of [November ____], 2023, made by Borrower to the order of Governmental Lender in the original principal amount of \$[_____] (the “**Tax-Exempt First Mortgage Note**”) and (ii) that certain Borrower Loan Promissory Note (Taxable) dated as of [November ____], 2023, made by Borrower to the order of Governmental Lender in the original principal amount of \$[_____] (the “**Taxable First Mortgage Note**”) and together with the Tax-Exempt First Mortgage Note, collectively, the “**Senior Notes**”), and secured by that certain Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Senior Deed of Trust**”) dated as of even date herewith, naming First American Title Company, as trustee and Governmental Lender, as beneficiary, encumbering the Property and securing, among other things, the payments due from Borrower under the Senior Notes and the Senior Loan Agreement, and recorded in the Official Records of Santa Barbara County, California (the “**Official Records**”) substantially concurrently herewith. As security for its obligations under the Funding Loan Notes and the Funding Loan Agreement, Governmental Lender is assigning to Senior Lienholder all of its right, title and interest in, to and under the Senior Loan Agreement, the Senior Notes, the Senior Deed of Trust, and all other documents evidencing or securing the Senior Loan, pursuant to that certain Assignment of Deed of Trust and Loan Documents dated as of even date herewith (the “**Assignment of Deed of Trust**”), and recorded in the Official Records substantially concurrently herewith. The Senior Loan Agreement, the Senior Notes, the Senior Deed of Trust, the Assignment of Deed of Trust and the other “**Borrower Loan Documents**” (as defined in the Senior Loan Agreement) are hereinafter sometimes collectively referred to as the “**Senior Loan Documents**”.

H. As used herein, the term “**Senior Lienholder Indebtedness**” means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Senior Lienholder under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys’ fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

I. Upon the timely satisfaction of the "Conversion Conditions" set forth in that certain Loan Purchase Agreement (the "**Loan Purchase Agreement**") dated as of even date herewith by and among Borrower, Senior Lienholder and California Community Reinvestment Corporation, a California nonprofit public benefit corporation ("**CCRC**"), CCRC has agreed to purchase the Tax-Exempt Portion of the Funding Loan from Senior Lienholder for a purchase price in the maximum amount of \$[_____]. Effective as of the Conversion Date (as defined in the Loan Purchase Agreement) and CCRC's purchase of the Tax-Exempt Funding Portion of the Funding Loan, any reference herein to "Senior Lienholder" or "Wells Fargo" shall mean CCRC.

J. Pursuant to the Senior Deed of Trust and the other Senior Loan Documents, Borrower is not entitled to further encumber the Property without the prior written consent of Senior Lienholder, which consent may be withheld in Senior Lienholder's sole discretion.

K. It is a condition precedent to Senior Lienholder to entering into the Senior Loan Documents that the Senior Deed of Trust and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

L. Senior Lienholder is willing to enter into the Senior Loan Documents provided that, among other things, (1) the Senior Deed of Trust and the other Senior Loan Documents are a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) Junior Lienholder will specifically subordinate the liens or charges of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust and the other Senior Loan Documents.

M. Junior Lienholder is willing to permit the Senior Deed of Trust to constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the Junior Obligation Documents, but subordinate to the County Regulatory Agreement. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

N. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Senior Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Senior Lienholder to make the "Loan" described in the Loan Agreement, it is hereby declared, understood, and agreed as follows:

1. **Subordination.** The Senior Deed of Trust in favor of Senior Lienholder, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Junior Obligation Documents. Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the Junior Obligation Documents in favor of the lien or charge upon said land of the Senior Deed of Trust and all amendments, modifications, extensions and renewals thereof, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination. Senior Lienholder and Junior Lienholder agree that the Senior Deed of Trust and the other Senior Loan Documents are and shall be subject and subordinate to the lien, terms, covenants, rights and conditions of the County Regulatory Agreement.

2. Only Agreement Regarding Subordination. Senior Lienholder would not enter into the Senior Loan Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between said deeds of trust and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Obligation Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

3. Loan Disbursements. In making disbursements pursuant to any of the Senior Loan Documents, Senior Lienholder is under no obligation or duty to, nor has Senior Lienholder represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lienholder disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Document(s) shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lienholder has received and consents to and approves the Senior Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Senior Lienholder. No decision by Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Senior Lienholder Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Obligation Documents, if required, as long as all payments under the Senior Deed of Trust and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no default exists under the Senior Lienholder Indebtedness and no event exists which, with the lapse of time or the giving of notice or both, would be such a default under the Senior Lienholder Indebtedness of which Junior Lienholder has received notice; and (ii) such payment would not result in a violation of any of Borrower's financial covenants set forth in any of the documents evidencing the Senior Lienholder Indebtedness ("**Permitted Payments**").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the Senior Lienholder Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Senior Lienholder Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Senior Lienholder the full amount of the Senior Lienholder Indebtedness before making any payments to Junior Lienholder due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Senior Lienholder after notice to Junior Lienholder.

5.5 Repayment of Senior Lienholder Indebtedness. This Agreement shall remain in full force and effect until all Senior Lienholder Indebtedness is fully repaid in accordance with its terms and all of the terms of this Agreement have been complied with.

5.6 Standstill. Junior Lienholder agrees that, without the Senior Lienholder's prior written consent, it will not accelerate the Junior Obligations, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action. The foregoing notwithstanding, Junior Lienholder shall not be required to seek the Senior Lienholder's prior written consent to bring an action in equitable relief seeking the specific performance by the Borrower of the terms and conditions of the County Regulatory Agreement and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief.

5.7 Refinance. The Junior Lienholder additionally consents to the refinancing of the Senior Loan at its maturity to the extent that such refinancing and the amount of the refinanced Senior Loan is necessary for Real Property improvements or the financial feasibility of the Project, and provided that such refinancing is made on terms substantially similar to those set forth in the Senior Loan Agreement. Junior Lienholder agrees to execute a new subordination agreement in favor of the lender of such refinanced Senior Loan as the senior lender, provided that such new subordination agreement shall be substantially similar to this Agreement. The County HOME Regulatory Agreement shall not be subject to or subordinated by such new subordination agreement or otherwise subordinate to the refinanced Senior Loan.

6. Senior Lienholder Agreements. Senior Lienholder agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "**Foreclosure Remedy**") unless Junior Lienholder has first been given ninety (90) days written notice of the Event(s) of Default (as such term is defined in the Senior Loan Documents) giving Senior Lienholder the right to complete such Foreclosure Remedy, and unless Junior Lienholder has failed, within such ninety (90)-day period, to cure such Event(s) of Default; provided, however, that Senior Lienholder shall be entitled during such ninety (90)-day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lienholder has accelerated the Senior Loan and Junior Lienholder cures all Events of Default giving rise to such acceleration within the ninety (90)-day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lienholder's rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Senior Lienholder shall have the right to pursue all rights and remedies, except completion of a Foreclosure Remedy, without liability to Junior Lienholder for failure to provide timely notice to Junior Lienholder required hereunder, and that Senior Lienholder's liability hereunder shall be expressly limited to actual and consequential damages to Junior Lienholder directly caused by Senior Lienholder's completion of a Foreclosure Remedy without Junior Lienholder receiving the notice and opportunity to cure described above, including, if applicable, any amount which Junior Lienholder may be required to pay to the U.S. Department of Housing and Urban Development pursuant to the HOME Investment Partnership Program, codified in 42 U.S.C. Section 12701, *et seq.* and 24 C.F.R. Part 92, on account of the HOME Loan referenced on Exhibit B. Senior Lienholder shall give Junior Lienholder notice at the address set forth below or such other address as Junior Lienholder may instruct Senior Lienholder in writing from time to time:

County of Santa Barbara
Housing and Community Development
123 East Anapamu Street
2nd Floor
Santa Barbara, California 93101
Attention: Deputy Director

With a copy to:

Office of County Counsel
County of Santa Barbara
105 E. Anapamu Street
Room 201
Santa Barbara, California 93101

7. Conversion. Junior Lienholder hereby consents to the Senior Loan, the terms and provisions of the Senior Loan Documents and the execution and delivery by Borrower to Senior Lienholder of the Senior Loan Documents. Junior Lienholder specifically acknowledges that subject to completion of certain improvements on the Property and the satisfaction by Borrower of certain other conditions within the time set forth in the Loan Purchase Agreement, CCRC shall purchase the Tax-Exempt Portion of the Funding Loan from Wells Fargo. If such purchase occurs, then upon such purchase, the Senior Loan will become nonrecourse with certain exceptions and will automatically convert from an interest only construction loan into an amortizing term loan, all as more particularly set forth in the Senior Loan Documents. Junior Lienholder acknowledges that upon the purchase of the Tax-Exempt Portion of the Funding Loan by CCRC, the following Senior Loan Documents shall terminate:

- 7.1 Pledge and Security Agreement;
- 7.2 Repayment Guaranty (Secured Loan); and
- 7.3 Completion Guaranty.

Junior Lienholder acknowledges that if CCRC should become the owner and holder of the Tax-Exempt Portion of the Funding Loan and the Funding Loan Tax-Exempt Note, then CCRC shall become the "Senior Lienholder" hereunder and this Agreement shall continue to inure to the benefit of CCRC and its successors and assigns.

8. Bankruptcy Provisions. To the extent any payment under any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

9. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Senior Lienholder shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have

agreed to release) for such purpose all of Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Senior Lienholder elects, in accordance with California law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Senior Lienholder holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lienholder agrees that Senior Lienholder may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lienholder, in any way whatsoever, to act for or on behalf of Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Senior Lienholder.

10. Effect of Other Agreements. The relationship between Borrower and Senior Lienholder under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, Junior Lienholder acknowledges and agrees that Senior Lienholder neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lienholder to guarantee or assist in Borrower's or Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Obligation Documents.

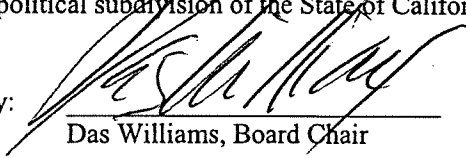
11. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of California. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lienholder or any affiliate of Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Deed of Trust and the other Senior Loan Documents as provided herein, and Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Senior Lienholder's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns.

[Signature pages follow]


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

JUNIOR LIENHOLDER:

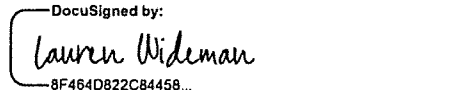
COUNTY OF SANTA BARBARA,
a political subdivision of the State of California

By: 
Das Williams, Board Chair

**APPROVED AS TO ACCOUNTING
FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER**

By: 
Deputy

**APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL**

By: 
Deputy County Counsel

**APPROVED AS TO FORM:
RISK MANAGEMENT**

By: 
Gregory Milligan
Risk Manager

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 SANTA BARBARA

On, November 7, 2023 before me, Sheila de la Guerra, a Deputy Clerk, personally appeared SUPERVISOR DAS WILLIAMS, CHAIR OF THE BOARD OF SUPERVISORS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature Sheila de la Guerra

(Seal)

BORROWER:

BUELLTON GARDEN APARTMENTS, L.P.,
a California limited partnership

By: Buellton Garden Apartments LLC,
a California limited liability company,
its managing general partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Kenneth Trigueiro
CEO and President

SENIOR LIENHOLDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
a national banking association

By:

Patricia B. Parina
Vice President

ACKNOWLEDGMENT

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 _____)

On _____, 2023, before me, _____,
Notary Public, personally appeared KENNETH TRIGUEIRO, 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 _____

(Seal)

ACKNOWLEDGMENT

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 _____)

On _____, 2023, before me, _____,
Notary Public, personally appeared PATRICIA B. PARINA, 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 _____

(Seal)

EXHIBIT A

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA, CITY OF BUELLTON, DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT 31009 IN THE CITY OF BUELLTON, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 182, PAGES 9 THROUGH 13 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, INCLUDING NATURAL GAS, IN, ON AND UNDER THAT PORTION OF SAID LAND, AS EXCEPTED IN THE DEED FROM PAUL NIELSEN, ET UX. TO HAROLD A. MATHIESEN, ET UX., RECORDED SEPTEMBER 19, 1958 AS INSTRUMENT NO. 22849 IN BOOK 1556, PAGE 152 OF OFFICIAL RECORDS.

APN: 137-200-087

EXHIBIT B

Junior Obligation Documents

1. County HOME Loan Agreement dated as of November 7, 2023, by and between Borrower and Junior Lienholder, and relating to that certain loan from Junior Lienholder to Borrower in the amount of \$1,500,000 (the "**HOME Loan**").
2. County HOME Loan Promissory Note dated as of November 7, 2023 ("**HOME Note**"), executed by Borrower in favor of Junior Lienholder.
3. County HOME Loan Deed of Trust, Assignment of Rents, and Security Agreement dated as of November 7, 2023, executed by Borrower in favor of Junior Lienholder, securing the HOME Note, and to be recorded in the Official Records substantially concurrently herewith.