

**CONSENT TO PERMANENT LOAN AND
REAFFIRMATION OF SUBORDINATION**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
c/o Community Lending and Investment
333 Market Street, 17th Floor
MAC Code A0119-177
San Francisco, CA 94105
Attention: Loan Administration Officer

CONSENT TO PERMANENT LOAN AND REAFFIRMATION OF SUBORDINATION

THIS CONSENT TO PERMANENT LOAN AND REAFFIRMATION OF SUBORDINATION (this "Consent") is entered into this ____ day of _____, 2019 by and among (i) County of Santa Barbara ("Subordinate Lender"), and (ii) Los Adobes de Maria, L.P., a California limited partnership ("Borrower"), for the benefit of WELLS FARGO BANK, National Association (together with its successors and/or assigns, "Senior Lender").

Recitals

A. Pursuant to the terms of that certain Subordination and Standstill Agreement, dated as of November 29, 2016 (the "Subordination Agreement"), executed by and among Subordinate Lender, Borrower and Senior Lender and recorded in the Official Records of Santa Barbara County (the "Official Records") on December 02, 2016 as Instrument No. 2016-0064748, Subordinate Lender agreed to subordinate all of its rights and interests in the Subordinate Loan, Subordinate Note and all other Subordinate Loan Documents (as such terms are defined in the Subordination Agreement), including, without limitation, that certain County Home Loan Deed of Trust, Assignment of Rents, and Security Agreement, executed by Borrower for the benefit of the Subordinate Lender, dated as of November 29, 2016, recorded in the Official Records on December 2, 2016 as Instrument No. 2016-0064744, and that certain County Home Loan Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 29, 2016, recorded in the Official Records on December 2, 2016, as Instrument No. 2016-0064773, to the lien of that certain Construction Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 29, 2016 (the "First Mortgage"), executed by Borrower for the benefit of

Senior Lender and recorded in the Official Records on December 2, 2016 as Instrument No. 2016-0064742, the First Mortgage Loan Documents and Senior Lender's other rights and interests in the First Mortgage Loan (as such terms are defined in the Subordination Agreement). Any capitalized term not otherwise defined herein shall have the meaning given such term in the Subordination Agreement.

B. Pursuant to the Subordination Agreement, Subordinate Lender and Borrower also agreed that at Stabilization, the subordinations, agreements, covenants and other terms of the Subordination Agreement would continue in effect with respect to the Permanent Loan, the Permanent Mortgage and the other Permanent Loan Documents upon funding of the Permanent Loan and execution, delivery and recordation, as applicable, of the Permanent Mortgage and other Permanent Loan Documents, and that all references to the First Mortgage Loan, First Mortgage Note, First Mortgage and First Mortgage Loan Documents in the Subordination Agreement would mean, respectively, the Permanent Loan, Permanent Note, Permanent Mortgage and Permanent Loan Documents.

C. Subordinate Lender and Borrower further agreed to execute and deliver this Consent in order to reaffirm the continuing effectiveness and validity of the Subordination Agreement with respect to the Permanent Loan, Permanent Mortgage and other Permanent Loan Documents if required by Senior Lender, which Permanent Mortgage shall be recorded in the Official Records concurrently herewith.

D. As a condition to Senior Lender making the Permanent Loan secured by the Permanent Mortgage, Senior Lender requires that the Permanent Mortgage be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of Subordinate Lender with respect to the Subordinate Loan under the Subordinate Note, Subordinate Mortgage and other Subordinate Loan Documents, and therefore requires that Subordinate Lender and Borrower execute and deliver this Consent.

NOW, THEREFORE, in order to induce Senior Lender to make the Permanent Loan, and in consideration thereof, Subordinate Lender and Borrower agree for the benefit of Senior Lender as follows:

1. Consent and Reaffirmation.

Subordinate Lender hereby acknowledges and consents to the funding of the Permanent Loan by Senior Lender to Borrower, and the execution, delivery and recordation, as applicable, of the Permanent Note, Permanent Mortgage and other Permanent Loan Documents. Each of Subordinate Lender and Borrower hereby reaffirms that its respective commitment under and the terms of the Subordination Agreement are in full force and effect with respect to the Permanent Loan, Permanent Note, Permanent Mortgage and other Permanent Loan Documents.

2. Miscellaneous.

(a) Assignment/Successors. This Consent shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender, Subordinate Lender and Borrower.

(b) Further Assurances. Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by Senior Lender in order to reaffirm the terms of the Subordination Agreement with respect to the Permanent Loan, Permanent Note, Permanent Mortgage and other Permanent Loan Documents, or to otherwise further evidence the intent of this Consent.

(c) Counterparts. This Consent may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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

SUBORDINATE LENDER:

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

By: [Signature]
Name: Steve Lavagnino
Title: Chair of the Board of Supervisors

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 May 21, 2019 _____, before me, Sheila de la Guerra a Notary Public, personally appeared Supervisor Steve Lavagnino 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]
Signature of Notary

(Affix seal here)

LOS ADOBES DE MARIA III LIMITED PARTNERSHIP, a California limited partnership

By: Peoples' Self-Help Housing Corporation, a
California nonprofit public benefit
corporation,
its general partner

By: 
Kenneth Trigueiro
Its: Executive Vice President

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.

see attached

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ 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 of Notary

(Affix seal here)

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.

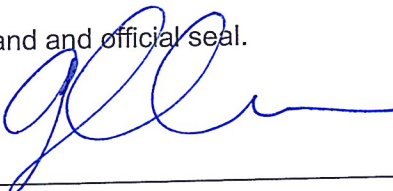
State of California
County of San Luis Obispo)

On May 3, 2019 before me, Griselda Ochoa Lopez, Notary Public
(insert name and title of the officer)

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)

