

**COMMUNITY CORRECTIONS
PARTNERSHIP (“CCP”)
LOAN AGREEMENT
(\$1,228,000)**

by and between

County of Santa Barbara

and

Good Samaritan Shelter

**(Good Samaritan Shelter Residential
Development Project)**



**State of California, Public Safety Realignment Act of 2011,
California State Assembly Bill, AB109
Santa Barbara County Community Corrections Partnership**

**SANTA BARBARA COUNTY
COMMUNITY CORRECTIONS PARTNERSHIP (“CCP”)
LOAN AGREEMENT
(Good Samaritan Shelter Residential Development Project, Santa Maria and Lompoc)**

This agreement (“County CCP Loan Agreement”) is made as of this 7th January 2025, by and between the County of Santa Barbara, political subdivision of the State of California (“Lender” or “County”), and Good Samaritan Shelter, a California nonprofit public benefit corporation (“Borrower” and together with Lender, collectively, the “Parties” and each individually a “Party”).

RECITALS

A. Lender wishes to promote the development of transitional housing and supportive services for justice involved homeless individuals in Santa Barbara County communities.

B. There is a need for transitional housing with supportive services for justice-involved homeless individuals within Santa Barbara County, as documented in the County’s 2020-2024 Consolidated Plan.

C. Borrower intends to construct one new building and three Accessory Dwelling Units (“ADUs”) for CCP-eligible justice-involved individuals (the “Project”) on the properties located at Borrower’s three existing Clean & Sober locations located at 607 E. Hermosa Street, 1933 Elmwood Drive, and 1404 N. Lincoln Street in Santa Maria, California, and at a new location at 531 N. G Street in Lompoc, California, all as more particularly described in Exhibits A1 through A4, attached hereto and incorporated herein by reference (collectively, the “Properties” and each individually a “Property”). The Project will be constructed on currently vacant portions of the Properties, as depicted in Exhibits A5-A8, attached hereto and incorporated herein by reference (collectively, the “Sites” and each individually a “Site”). The Properties are all owned by Borrower, and Borrower shall construct and operate the Project on the Sites on the Properties to provide transitional housing for justice-involved individuals.

D. Lender has been awarded one-time Public Safety Realignment Reserve funding (“CCP Funds”) from the State of California pursuant to AB 109, which expanded the role of the Santa Barbara County Community Partnership.

E. Borrower wishes to borrow from Lender, and Lender wishes to extend to Borrower, a loan of CCP Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to complete the Project (“County CCP Loan”) in accordance with the provisions of this County CCP Loan Agreement and the other County CCP Loan Documents (defined below).

F. The Lender and Borrower reasonably expect that the Project will commence within six (6) months of execution of this County CCP Loan Agreement.

G. Concurrently herewith, Borrower is executing a County CCP Loan Regulatory Agreement and Declaration of Restrictive Covenants for each of the four Properties (collectively, the “County CCP Loan Regulatory Agreements”) restricting use of the Project to serve justice-involved individuals.

H. The County CCP Loan will be evidenced by four loan notes, one for each Project Property, in the aggregate amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) executed by Borrower in favor of Lender, and each of the Loan Notes.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the County CCP Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this County CCP Loan Agreement, including all Exhibits attached hereto and documents incorporated herein by reference, the following terms shall have the respective meanings set forth in this Article 1.

1.1 **“ANNUAL FINANCIAL STATEMENT”** means the financial statement of Borrower’s Operating Expenses and Revenue, prepared at Borrower’s expense, by an independent certified public accountant acceptable to Lender, which shall be provided as part of Borrower’s annual reporting to Lender, in accordance with Section 5.7 below.

1.2 **“BORROWER”** means the Good Samaritan Shelter, a California nonprofit public benefit corporation, and, to the extent in accordance with Section 9.15, below, its authorized assigns, transferees, and successor(s)-in-interest.

1.3 **“BUDGET”** means the budget for the construction of the Project attached hereto as Exhibit B, which is hereby incorporated into this County CCP Loan Agreement by this reference, and which identifies the sources and uses of Project costs and specifies the costs eligible to be reimbursed with County CCP Loan proceeds, and which Borrower warrants shall only include costs allowable in accordance with 24 CFR 576, 24 CFR 578.47, and State of California Health & Safety Code Chapter 5 of Part 1 of Division 31, and all relevant provisions of SB 850 (Chapter 48, Statutes of 2018).

1.4 **“COUNTY”** means the County of Santa Barbara, a political subdivision of the State of California.

1.5 **“COUNTY CCP LOAN”** means the loan of CCP Funds by the County to Borrower in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) as provided in this County CCP Loan Agreement, and as evidenced by the County CCP Loan Notes, to finance the costs of the Project.

1.6 **“COUNTY CCP LOAN AGREEMENT”** means this agreement.

1.7 **“COUNTY CCP LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust, in the respective forms attached hereto as Exhibits G1-G4 and hereby incorporated into this County CCP Loan Agreement by this reference.

1.8 **“COUNTY CCP LOAN DOCUMENTS”** means, collectively, this County CCP Loan Agreement, the County CCP Loan Notes, the County CCP Loan Regulatory Agreements, and County CCP Deeds of Trust, along with all exhibits and attachments hereto and thereto, as may be amended from time to time in accordance with the provisions hereof and thereof.

1.9 **“COUNTY CCP LOAN NOTES”** means the loan notes executed by the Borrower in favor of Lender in the aggregate amount of One Million, Two Hundred Twenty-Eight Thousand Dollars

(\$1,228,000) to evidence the County CCP Loan, in the respective forms attached hereto as Exhibits C1-C4 and hereby incorporated into this County CCP Loan Agreement by this reference.

1.10 **"COUNTY CCP LOAN REGULATORY AGREEMENTS"** means the agreements in the respective forms attached hereto as Exhibits E1-E4, executed by Borrower and Lender, to be recorded against title to the respective Properties, restricting the use of the Project.

1.11 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including, but not limited to, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with best practices and all Applicable Laws in effect at the time of such use.

1.12 **"CCP USE PERIOD"** means the fifteen (15) year term during which each of the CCP-Assisted Units must be restricted for use solely by Qualifying Individuals in full compliance with the County CCP Loan Regulatory Agreements.

1.13 **"CCP-ASSISTED UNITS"** means, collectively, the new building and three ADUs to be located on the Sites on the Properties, as described in Recital C, above.

1.14 **"CCP FUNDS"** means Public Safety Realignment Reserve funds provided to Borrower by Lender pursuant to the terms of this County CCP Loan Agreement.

1.15 **"JUSTICE-INVOLVED INDIVIDUAL"** means an individual who is now, or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.16 **"STANDARD INDEMNIFICATION AND INSURANCE REQUIREMENTS"** means the provisions attached hereto as Exhibit F and hereby incorporated into this County CCP Loan Agreement by this reference.

1.17 **"LENDER"** means the County of Santa Barbara, a political subdivision of the State of California.

1.18 **"OPERATING EXPENSES"** means, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including, but not limited to, painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, reasonable property management fee, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, cash deposited into reserves for Operating Expenses with respect to the Project in an amount not to exceed the sum of three (3) months' worth of reasonable Operating Expenses other than such reserves, capital replacements with respect to the Project in an amount not to exceed Twenty-One Thousand Dollars (\$21,000) annually, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, and fees and expenses of accountants, attorneys, consultants and other professionals, to the extent incurred by Borrower as necessary for and directly attributable to the operation of the Project. The Operating Expenses shall be reported in the Annual Financial Statement.

1.19 **“PROJECT”** means the construction, operation and management of one new building and three ADUs for CCP-eligible Qualifying Individuals on the Sites on the Properties in accordance with the provisions of this County CCP Loan Agreement and the other County CCP Loan Documents.

1.20 **“PROJECT COMPLETION DATE”** means by the first date as of which a final Certificate of Occupancy has been issued by the Cities of Santa Maria and Lompoc, respectively, for each of the new building and three ADUs to be constructed on the Project Sites on each of the Properties.

1.21 **“PROPERTIES”** means the properties more particularly described in Exhibits A1-A4, attached hereto and hereby incorporated into this County CCP Loan Agreement by this reference.

1.22 **“QUALIFYING INDIVIDUALS”** means Justice Involved Individuals who are without natural supports and are ineligible for other types of subsidized housing

1.23 **“TERM”** means the period of time that this CCP Loan Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

ARTICLE 2 TERMS OF THE COUNTY CCP LOAN

2.1 **COUNTY CCP LOAN.** On and subject to the terms and conditions of this County CCP Loan Agreement and the other County CCP Loan Documents, Lender agrees to make and Borrower agrees to accept a loan in accordance with the provisions set forth herein and therein.

2.2 **AMOUNT.** The principal amount of the County CCP Loan shall be an amount not to exceed One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) and shall be evidenced by the County CCP Loan Notes.

2.3 **NO INTEREST LOAN.** The County CCP Loan Notes shall not bear interest.

2.4 **TERM OF COUNTY CCP LOAN.** The principal of the County CCP Loan shall be due and payable on the earlier of: (a) the date that is fifteen (15) years after the Project Completion Date, or (b) the date as of which any of the Properties or the Sites, or any interest therein, is sold or otherwise Transferred, or (c) the date that is six (6) months after the Effective Date, in the event that Borrower has failed to commence Project construction as of that date as set forth in Section 4.1, below, or (d) the date of an Event of Default which, if subject to cure, has not been cured as provided for below in Section 8.2. The foregoing notwithstanding, if Borrower remains compliant with all of the provisions of this County CCP Loan Agreement and all of the other County CCP Loan Documents, as determined by the Lender through periodic inspections of the Project and Client files documenting occupancy by Qualifying Individuals, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with all of the County CCP Regulatory Agreements, for the fifteen (15) year CCP Use Period, then the principal amount of the County CCP Loan shall be forgiven.

2.5 **USE OF CCP FUNDS.** County CCP Loan funds shall be used only for the Project costs specified in the Budget attached hereto as Exhibit B, and shall only be disbursed in accordance with the provisions of Article 3, below. The Budget shall not be modified other than in accordance with Section 9.2 of this County CCP Loan Agreement. County CCP Loan funds shall be utilized for costs related to residential uses only, in accordance with CCP and State Public Safety Realignment Reserve funding

requirements, and shall not be utilized for costs related to commercial uses or any other nonresidential uses associated with the Project.

2.6 **SECURITY.** Upon closing, Borrower shall cause the recordation of all the County CCP Loan Regulatory Agreements, with the Recorder for the County of Santa Barbara, and shall cause the delivery of conformed copies of all such recorded documents to Lender.

2.7 **REPAYMENT OF THE COUNTY CCP LOAN.** The principal of the County CCPC Loan shall be due and payable in accordance with the provisions set forth in Section 2.4, above, Section 8.3, below, and the provisions of the County CCP Loan Notes.

2.8 **PREPAYMENT OF COUNTY CCP LOAN.** No prepayment penalty will be charged to Borrower for payment of all or any portion of the County CCP Loan amounts prior to the end of the Term, subject to those default provisions as defined below in Section(s) 8.1, 8.2, and 8.3; provided, however, that prepayment of the County CCP Loan shall not affect Borrower's obligations under the County CCP Loan Regulatory Agreements.

ARTICLE 3 COUNTY CCP LOAN DISBURSEMENT

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of County CCP Loan funds or take any other action under the County CCP Loan Documents unless the following conditions precedent are satisfied prior to the disbursement of any County CCP Loan funds:

- A. Borrower has acquired title to all of the Properties;
- B. There exists no Event of Default or any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;
- C. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the County CCP Loan Documents, including but not limited to an ALTA Lender's policy of title insurance in the amount of One Million Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000), from a title insurance company approved by the Lender in a form reasonably acceptable to Lender;
- D. Borrower has provided to Lender certificates of insurance as specified in the insurance provisions set forth in Exhibit F;
- E. Borrower has secured all final permits, entitlements and approvals required by all permitting and regulatory authorities and jurisdictions; and
- F. Borrower has complied with all reporting requirements set forth in this County CCP Loan Agreement in accordance with Section 3.2 and Section 5.11 as applicable.

3.2 **DISBURSEMENT OF CCP FUNDS.** Lender shall provide County CCP Loan funds to Borrower on a reimbursement basis, in the discretion of Lender, for eligible Project costs incurred by Borrower and approved by Lender in accordance with the Budget (Exhibit B) and the other provisions of this CCP Loan Agreement and the other County CCP Loan Documents, and only after Project costs have been actually and reasonably incurred and paid by the Borrower, as evidenced by invoices and proof of payment to Lender's satisfaction. Disbursements of County CCP Loan funds by County to Borrower shall

not exceed a maximum aggregate amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) ("Maximum Loan Amount").

County CCP Loan funds shall be disbursed through periodic reimbursements of Project costs actually and reasonably incurred by Borrower and work completed, as evidenced by documentation supporting the completed work signed by the Project architects, Gabriel Architects and Ambriz Design Studio, and verified by Lender. Borrower may request reimbursement hereunder by submitting to Lender written disbursement requests signed by Borrower ("Written Disbursement Requests") in writing no more frequently than one time per month during the Term. Each Written Disbursement Request must include itemized invoices corresponding to the Budget (Exhibit B), and copies of receipts or other proof of payment by Borrower that demonstrates date of payment, to the satisfaction of Lender, and additional documentation as deemed necessary by Lender to comply with State and local regulations and CCP and State Public Safety Realignment Reserve funding requirements.

Written Disbursement Requests shall only be for items included in the Budget (Exhibit B). Changes in the Budget shall require the prior written request of Borrower and the prior written approval of Lender in each instance; provided, however, that in no event shall Lender's obligations exceed the Maximum Loan Amount. Any and all costs in excess of amounts reflected in the Budget that are necessary for the completion of the Project shall be the sole responsibility of Borrower.

Notwithstanding the foregoing, as a special disbursement condition, Lender shall retain Ten Thousand Dollars (\$10,000) of County CCP Loan funds until after the Project Completion Date and all liens encumbering any of the Properties have been released.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 COMMENCEMENT OF CONSTRUCTION. Borrower shall commence construction of the Project no later than six (6) months after the Effective Date. Commencement of construction shall mean obtaining all final permits, entitlements and approvals required by all permitting and regulatory authorities and jurisdictions and commencing work on any task associated with a line item in the Budget (Exhibit B) at each of the Properties that requires a permit, entitlement or approval. If Borrower fails to commence construction as set forth above, Lender may terminate this County CCP Loan Agreement pursuant to Article 8, below.

4.2 COMPLETION OF CONSTRUCTION. Borrower shall diligently pursue construction of the Project to completion, and shall complete construction of the Project and have beds in all CCP-Assisted Units occupied by Qualifying Individuals no later than June 30, 2026. Borrower shall deliver to Lender proof of Project completion as evidenced by the issuance by the Cities of Santa Maria and Lompoc, respectively, of a final Certificate of Occupancy for each of the Project Sites on each of the Properties.

4.3 FINANCING. Borrower shall promptly inform Lender in writing of all changes in the amount, terms, and/or sources of financing or funding for the Project.

4.4 CONTRACTS AND SUBCONTRACTS. All work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California, in compliance with all applicable laws and regulations, including, but not limited to, the CCP Regulations.

Unless otherwise approved by Lender, to ensure that all Project construction costs incurred are reasonable and appropriate, all contracts entered into by or on behalf of Borrower for construction in

connection with the Project ("Construction Contract") shall be the result of either competitive bids or negotiated bids.

All costs incurred in development and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 **INSPECTIONS.** Borrower shall permit and facilitate, and shall require all contractors and subcontractors performing work in connection with the Project to permit and facilitate, observation and inspection at all of the Project Sites by Lender and by public authorities during reasonable business hours for the purposes of determining compliance with this County CCP Loan Agreement and the other County CCP Loan Documents. A copy of each monthly construction inspection report in connection with the Project shall be provided by Borrower to the Lender immediately upon completion of such construction inspection report throughout the course of Project construction.

4.6 **SITE SUPERVISION.** During the construction of the Project, Borrower shall maintain a full-time site superintendent to supervise all construction work on each of the Properties. The Site superintendent(s) shall be on-site at each Project Site during construction work hours.

4.7 **CONSTRUCTION RESPONSIBILITIES.** Borrower shall be solely responsible for all aspects of Borrower's conduct, and the conduct of those performing work or providing services on behalf of Borrower in connection with the Project, including, but not limited to, the quality and suitability of the Project construction work, the supervision of Project construction work, and the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and properties managers in connection with the Project. Any review or inspection undertaken by Lender with respect to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the construction of the Project.

4.8 **BARRIERS TO THE DISABLED.** The Project shall be developed, and the Properties shall each be maintained and operated, to comply with all applicable federal, state, and local requirements for access for disabled persons, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 U.S.C. 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within thirty (30) days after the Project Completion Date, Borrower shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the number and type of accessible units within the Project and the accessibility features of such units.

4.9 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Borrower and each of its contractors and subcontractors shall refrain from using lead-based paint or asbestos in the construction or maintenance of the Project, and shall comply with Federal regulations set forth in 24 CFR Part 35, subparts A, B, J, K, M and R, 29 C.F.R., 40 C.F.R., the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X (42 U.S.C., 4851, et seq.), the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et seq.), California O.S.H.A., California Health and Safety Code, and all other applicable Federal, state and County standards. Borrower shall incorporate, or cause to be incorporated, this provision in all contracts and subcontracts for work performed on the Project which involve the application of paint or removal of asbestos.

4.10 **QUALITY OF WORK AND PROPERTY STANDARDS.** Borrower shall construct the Project in conformance with all applicable laws, including, but not limited to:

- A. All applicable Federal, state and local statutes and regulations;

- B. All applicable Federal, state and local building codes and zoning ordinances;
- C. All permits, entitlements and approvals for the Project;
- D. International Energy Conservation Code and applicable Federal, state and local energy conservation codes; and
- E. Property standards at 24 CFR 92.251.

4.11 MECHANICS LIENS AND STOP NOTICES. If any claim of lien is filed against any of the Properties, or a stop notice affecting the County CCP Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Lender may use such deposit to satisfy any claim or lien that is averse to or against Borrower.

Borrower shall record a valid notice of cessation or notice of completion upon cessation of construction work on the Project for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Properties. Borrower authorizes Lender, but without any obligation on the part of Lender, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Properties.

4.12 COMPLIANCE WITH THE STATE OF CALIFORNIA CCP PROGRAM AND OTHER STATE OR LOCAL REQUIREMENTS. All requirements imposed on properties assisted under the CCP program as established by the State of California pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), and other implementing rules and regulations are incorporated herein by this reference ("CCP Regulations"). In the event of any conflict between this County CCP Loan Agreement and the CCP Regulations, the CCP Regulations shall govern.

The laws and regulations governing the use of the State of California CCP Funds relating to administrative requirements, financial management, cost principals and audits, shall be followed. Otherwise, the following federal requirements must be followed:

- A. OMB Requirements. The applicable policies, guidelines, and requirements of 2 CFR Part 200 or similar State requirements as applicable.
- B. Audit requirements. In accordance with 2 CFR Part 200, agencies that expend Seven Hundred Fifty Thousand (\$750,000) or more in federal funds in a year as calculated therein must undergo a single audit in compliance with Subpart F.

C. Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

D. Handicap Discrimination. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibits discrimination against the handicapped in any federally assisted program.

E. Environmental Review. The provisions of the California Environmental Quality Act (CEQA), California Public Resources Code § 21000 et seq, are applicable to the Project.

F. Fair Housing. The requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations at 24 CFR Parts 100, 109 and 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.

G. Prevailing Wages. If applicable, Borrower shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and Lender. Where funds provided through this County CCP Loan Agreement are used for construction work, or in support of construction work, Borrower shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

H. Debarred Contractors. All contractors, subcontractors, and consultants used by Borrower in the development of the Project shall not be debarred or otherwise prohibited from participation in a federal project pursuant to 2 CFR Part 2424. Borrower shall furnish Lender with evidence of compliance generated from the System for Award Management (SAM) at www.sam.gov.

I. Anti-Lobbying. Borrower hereby certifies that: (1) No Federal or State appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) It will require that the language of subparagraphs (1) and (2) of this subparagraph (J) and the paragraph (K), immediately below, of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that Borrower and all contractors and subcontractors shall certify and disclose accordingly.

J. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.13 RELOCATION. If and to the extent that development of the Project results in the permanent or temporary displacement of residential clients, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits, including but not limited to the Uniform Relocation and Real Property Acquisitions Act As Amended (42 USC 4601, et seq.) (“URA”), Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d)), regulations at 24 CFR Part 42 and 49 CFR part 24, and HUD Handbook 1378. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws. If, upon audit review by Lender or by any Federal agency, it is determined that additional relocation payments are due, then Borrower consents to make such payments. In the event Borrower does not make payments as requested by Lender, then this shall constitute an Event of Default, and subject to Borrower’s cure rights. Lender may require repayment of the County CCP Loan plus any and all relocation payments due. Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or Exhibit F Borrower hereby agrees to indemnify Lender for any action brought against Lender based on an alleged failure to comply with relocation obligations on this Project.

4.14 UNAVOIDABLE DELAY IN PERFORMANCE. The time for performance of provisions of this County CCP Loan Agreement by either of the parties hereto shall be extended for a period equal to the period of any delay directly affecting the Project or this County CCP Loan Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; quarantine or pandemic restrictions other than in connection with the COVID-19 pandemic; or freight embargoes or other events beyond the reasonable control of, and in no way attributable to any act or omission by or on behalf of, the Party claiming such delay (“Delay”). An extension of time for any such Delay will be deemed granted only if written notice by the Party claiming such Delay is sent to the other Party within ten (10) calendar days from the commencement of such Delay. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, notwithstanding any Delay(s).

ARTICLE 5 OPERATION

5.1 OPERATION OF PROJECT. Borrower shall operate and manage the Project after completion at all times in accordance with the provisions of the County CCP Loan Regulatory Agreements.

Borrower shall maintain and operate each of the CCP-Assisted Units so as to provide decent, safe, and sanitary housing, and shall provide each of the CCP-Assisted Units, and all occupants of the CCP-Assisted Units, with the same level of services (including security), amenities, and maintenance, as are applied and available to Borrower’s other clients, beds, and units on the respective Properties. Optional services provided must be available to all clients of Borrower under the same terms and conditions.

5.2 CLIENT SELECTION.

At any time that a bed in any of the CCP-Assisted Units is unoccupied during the Term (“Vacancy”), Borrower shall fill each Vacancy with a Qualifying Individual occupant (each, a “Client”). Borrower shall verify and document each prospective Client’s eligibility as a Qualifying Individual through the Santa Barbara County Probation Department’s written referral procedures.

5.3 CCP USE RESTRICTIONS. The one new building and three ADUs in the Project shall each be designated by Borrower as CCP-Assisted Units. Each bed in the CCP-Assisted Units shall be occupied by a Qualifying Individual, as set forth in the County CCP Loan Regulatory Agreements, and

Borrower shall provide all Clients of each Project Site with access to and enjoyment of all indoor and outdoor common areas and facilities of the respective Properties on which such Project Site is located.

5.4 CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTIES. Any conflicts between the restrictive provisions contained in this County CCP Loan Agreement, County CCP Loan Notes, County CCP Loan Regulatory Agreements, and any other agreements in connection with the County CCP Loan which affect any of the Properties, are to be resolved by applying the more restrictive covenants or restrictions which affect any of the Properties.

5.5 NONDISCRIMINATION. During the performance of this County CCP Loan Agreement, Borrower and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Borrower and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this County CCP Loan Agreement by reference and made a part hereof as if set forth in full. Borrower and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.6 RECORDS AND REPORTS. Borrower shall be accountable to Lender for all CCP Funds disbursed to Borrower pursuant to the County CCP Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures for construction costs drawn from CCP Funds, and to keep all invoices, receipts, and other documents related to expenditures for construction costs for said CCP Funds for five (5) years after the Project Completion Date. Commencing on the first day of April following the Project Completion Date, Borrower shall submit reports annually to Lender with information regarding Client status and use, including, but not limited to, how many Justice-Involved Individuals have occupied the CCP-Assisted Units, as well as number and frequency and location of vacancies in the CCP-Assisted Units. Client data, and all records related to the Project must be kept until five (5) years after the Term ends. Records must be kept accurate and current. An example of the form that should be used for this annual report is Exhibit D to this CCP Loan Agreement.

Borrower shall promptly comply with all requirements and conditions of the County CCP Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information and documentation which involves the Project and cooperate with Lender in the development of the Project.

Borrower shall submit monthly to Lender written Project construction progress reports and an updated construction schedule within ten (10) days following the end of each month, commencing with the execution of this County CCP Loan Agreement and concluding upon the Project Completion Date.

Records of all permits, entitlements and approvals, inspections and sign-offs required by all permitting and regulatory authorities and jurisdictions shall be submitted by Borrower to Lender within thirty (30) days following the Project Completion Date.

5.7 AUDITS. Borrower shall conduct annual audits in accordance with 2 CFR 200 Subpart F and shall submit to Lender an Annual Financial Statement of Borrower each year during the Term. Borrower shall make available to Lender for examination at reasonable intervals and during normal business hours all books, accounts, reports, files, and other papers and properties with respect to all matters covered by these County CCP Loan Documents, and shall permit Lender to audit, examine, and make excerpts or transcripts from such records. Lender may make audits of any conditions relating to the County CCP Loan.

Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall submit a written request to Lender for an extension. Lender shall respond to extension request within fifteen (15) days. Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

5.8 ENCUMBRANCE OF PROPERTIES. Except as otherwise provided in this County CCP Loan Agreement, Borrower shall not engage in or allow any financing or any other transaction creating any security interest or other encumbrance or lien upon any of the Properties, or any interest in any of the Properties, directly or indirectly, whether by express agreement or operation of law or otherwise, or allow any encumbrance or lien to be made on or attached to any of the Properties or any interest in any of the Properties, except with the prior written consent of Lender in each instance. Borrower shall notify Lender in writing in advance of any financing secured by any deeds of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or any of the Properties or Sites, and of any encumbrance or lien that has been created on or attached to any of the Properties or Sites whether by voluntary act of Borrower or otherwise.

5.9 TRANSFERS. Borrower has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of any of the Properties or Sites, or of any interest in any of the Properties or Sites, without the prior written consent of Lender in each instance.

5.10 FEES, TAXES, AND OTHER LEVIES. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to any of the Properties or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.11 DAMAGE TO PROPERTIES. If any building or improvement on any of the Properties is damaged or destroyed by an insurable cause, Borrower shall, at its sole cost and expense, diligently undertake to repair or restore said buildings or improvements consistent with the original plans and specifications for the Project, unless Borrower reasonably determines, and Lender agrees, that such restoration or repair is not economically feasible. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs, and shall be completed within one year thereafter, subject to any extensions of time granted pursuant to the provisions of Section 4.14, above. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

If Borrower determines that restoration or repair is not economically feasible, then Lender may declare an event of default pursuant to Section 8.1.G, below, and Borrower shall apply all such insurance proceeds towards repayment of the County CCP Loan.

5.12 EQUAL EMPLOYMENT OPPORTUNITY. Borrower and all contractors, subcontractors, and professional service providers in connection with the Project shall comply with all Federal, State, and local laws, regulations, and other governmental requirements concerning equal employment opportunity. Borrower and all contractors, subcontractors, and professional service providers in connection with the Project shall comply with all requirements concerning equal opportunities for business and lower-income persons (referred to as the Section 3 clause of the HUD Act of 1968, 12 U.S.C. 1701u).

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 INDEMNITY; INSURANCE. At all times, Borrower shall comply with all of the indemnification and insurance provisions set forth in Exhibit F, attached hereto and incorporated herein by reference.

6.2 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No officials, employees or agents of Lender shall be personally liable to Borrower for any obligation created under the terms of these County CCP Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 REPRESENTATIONS AND WARRANTIES. After reasonable investigation and inquiry, Borrower hereby represents and warrants that, as of the date of this County CCP Loan Agreement, except as previously disclosed and acknowledged in writing by Lender or as disclosed by the reports based on environmental audit(s) performed on any of the Properties and submitted to Lender, that (a) none of the Properties is or has been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) each of the Properties is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to any of the Properties by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near any of the Properties (including in the soil, surface water, or groundwater under the Properties) or any other occurrences or conditions on any of the Properties or on any other real property that could cause any of the Properties or any part thereof to be classified as a "hazardous waste properties" or as a "buffer zone properties" under California Health and Safety Code Sections 25100, et seq., or regulations adopted therewith.

7.2 NOTIFICATION TO LENDER. Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Borrower becomes aware on or under the Properties requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Lender's reasonable satisfaction) that the Properties do not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Properties or on any real properties located within 2,000 feet of the Properties that could cause the Properties or any part thereof to be designated as a "hazardous waste properties" or as a "buffer zone properties" under California Health and Safety Code Sections 25100, et seq., or regulations adopted therewith.

7.3 USE AND OPERATION OF PROPERTIES. Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of any of the Properties, shall use any of the Properties, or allow any of the Properties to be used, for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws at all times during the Term.

7.4 REMEDIAL ACTIONS. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under any of the Properties, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.5 RIGHT OF CONTEST. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if: (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

7.6 ENVIRONMENTAL INDEMNITY. Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or Exhibit F, Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this County CCP Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Properties.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this County CCP Loan Agreement:

A. Monetary. (1) Borrower's failure to pay when due any sums payable under any of the County CCP Loan Notes or this County CCP Loan Agreement; (2) Borrower's use of CCP Funds for costs other than approved construction costs or for uses inconsistent with other terms and restrictions in the County CCP Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this County CCP Loan Agreement; (4) Borrower's failure to make any other payment or assessment due under the County CCP Loan Documents; (5) Borrower's failure to pay any taxes when due; (6) Borrower's default under other debt secured by any of the Properties after the applicable notice and cure periods, if any, have expired;

B. Construction. (1) Borrower's deviation from the Budget, without Lender's prior written consent; (2) Borrower's use of defective or unauthorized materials or defective workmanship in

constructing the Project; (3) Borrower's failure to commence or complete construction pursuant to Sections 4.1 and 4.2, above; (4) the cessation of construction prior to completion of the Project for a period of more than thirty (30) consecutive calendar days without prior written notice to Lender; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's reasonable request, or failure to timely provide to Lender any of the reports required hereunder in accordance with the provisions of this Agreement; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing construction, including, but not limited to, provisions of this County CCP Loan Agreement pertaining to affirmative action and equal employment opportunity, minority and women-owned business enterprises, disabled access, lead-based paint, Hazardous Materials, and provision or relocation benefits and assistance;

C. Operation. (1) Discrimination by Borrower on any basis prohibited by this County CCP Loan Agreement or applicable law or (2) the imposition of any encumbrances or liens on any of the Properties without Lender's prior written approval that are prohibited under this County CCP Loan Agreement;

D. General performance of County CCP Loan obligations. Any breach by Borrower beyond applicable notice and cure periods, if applicable, of any obligations on Borrower imposed in this County CCP Loan Agreement or any of the other County CCP Loan Documents;

E. General performance of other obligations. Any breach by Borrower beyond applicable notice and cure periods of any obligations imposed on Borrower by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or any of the Properties, whether or not Lender is a party to such agreement, which may impair Lender's security;

F. Representations and warranties. Lender's security is impaired due to the fact that (i) any of Borrower's representations or warranties made in any of the County CCP Loan Documents, or any certificates, documents, statements, reports, or schedules supplied to Lender by Borrower, are untrue in any material respect when made, or (ii) Borrower concealed from, or failed to disclose to, Lender any information required to be disclosed hereunder or under any of the other County CCP Loan Documents, or any other material fact;

G. Damage to or failure to maintain Properties. Material damage to or destruction of any of the Properties by fire or other casualty if Borrower does not take steps to reconstruct the Project as required by the County CCP Loan Documents, or if Borrower fails to maintain any of the Properties in accordance with Section 5.1, above;

H. Bankruptcy, dissolution, and insolvency. Borrower's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

I. Program compliance. Any non-compliance with CCP Program requirements including, but not limited to, the provisions of Section 4.12, above, and the County CCP Loan Regulatory Agreements.

J. Tax Credit Compliance. Not applicable.

K. Relocation Benefits. Failure to make any payments requested by Lender pursuant to Section 4.13, above.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** In the event of an Event of Default, Lender shall give written notice to Borrower of such Event of Default ("Default Notice") specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) whether, in Lender's sole discretion, such Event of Default is subject to cure, and (c) if the Default Notice indicates that such Event of Default is subject to cure, the action(s) required to cure such Event of Default, and the date(s) by which such action(s) to cure, as specified therein, must be completed.

8.3 **LENDER'S REMEDIES.** In the event of an Event of Default and, if applicable, failure to cure such Event of Default in accordance with the applicable Default Notice, Lender's obligation to disburse County CCP Loan funds under the County CCP Loan Documents shall terminate, and Lender may also, in addition to other rights and remedies permitted by the County CCP Loan Documents and applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose, in Lender's sole discretion:

A. Terminate this County CCP Loan Agreement, in which event the entire principal amount outstanding under all of the County CCP Loan Notes, as well as any other monies advanced to Borrower by Lender under the County CCP Loan Documents including administrative costs, shall immediately become due and payable;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the provisions of this County CCP Loan Agreement and the other County CCP Loan Documents, and/or (2) enjoining, abating, or preventing any violation of such provisions, and/or (3) seeking declaratory relief;

C. Accelerate maturity of the County CCP Loan, and demand immediate full payment of the principal amount outstanding under each of the County CCP Loan Notes, as well as any other monies advanced to Borrower by Lender under the County CCP Loan Documents, plus associated amounts due, such as relocation benefits described in Section 4.13, above;

D. Enter the Properties and take any actions necessary in Lender's judgment to complete construction of the Project, including, without limitation, (1) making changes in the construction work as described herein or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials laws or to render the Properties suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve Lender's interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Properties suitable for occupancy);

F. Order immediate stoppage of construction work and demand that any condition leading to the Event of Default be corrected before construction work may continue;

G. Disburse from County CCP Loan proceeds any amount necessary to cure any monetary default;

H. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736;

I. Pursue any other remedy allowed at law or in equity.

ARTICLE 9 GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has the experience, resources, and access to professional advice and support to the extent necessary to enable Borrower to fully comply with all of the terms of this County CCP Loan Agreement and the other County CCP Loan Documents, and to otherwise carry out the Project, (2) that it is duly organized, validly existing, and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this County CCP Loan Agreement and the other County CCP Loan Documents, (4) that the persons executing and delivering this County CCP Loan Agreement and the other County CCP Loan Documents on behalf of Borrower are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for the County CCP Loan, including, but not limited to, any judgment lien, tax lien, mechanic's lien, or bankruptcy; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all respects and are offered to induce Lender to make the County CCP Loan.

9.2 **CONTRACT ADMINISTRATION.** The Director of the County of Santa Barbara Department of Probation, or his or her designee ("Director"), will serve as the Lender's administrator of this County CCP Loan Agreement, the County CCP Loan Notes, and the County CCP Loan Regulatory Agreements. The Director is authorized to approve Budget revisions to the extent authorized under Section 2.6 of this County CCP Loan Agreement, collect loan repayments, perform loan and Project monitoring functions, and other administrative duties.

9.3 **MONITORING AND EVALUATION.** Except as otherwise provided for in this County CCP Loan Agreement, Borrower shall maintain and submit to Lender, within ten (10) business days of Lender's request, records which clearly document Borrower's performance under and compliance with each requirement set forth in any of the County CCP Loan Documents.

9.4 **CONFLICTS OF INTEREST.** Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this County CCP Loan Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

B. The conflict of interest provisions of Section 9.4(A), above, apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County of Santa Barbara, or any person related within the third (3rd) degree of such person.

9.5 **POLITICAL ACTIVITY.** None of the funds, materials, properties, or services contributed by Lender or Borrower under this County CCP Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.6 **PUBLICITY.** Any publicity produced by Borrower for the Project during the Term and for one year thereafter shall make reference to the contribution of Lender in making the Project possible. The words "The County of Santa Barbara" will be prominently displayed in any and all pieces of publicity, including, but not limited to, flyers, press releases, posters, signs, brochures, public service announcements, interviews, and newspaper articles. Borrower further agrees to cooperate with authorized staff and officials of Lender in any Lender-generated publicity or promotional activities undertaken with respect to the Project.

9.7 **TERM OF THIS AGREEMENT.** The term of this County CCP Loan Agreement shall commence effective as of the Effective Date (defined below) and shall terminate on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

9.8 **GOVERNING LAW.** This County CCP Loan Agreement and the other County CCP Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.9 **STATUTORY REFERENCES.** All references in this County CCP Loan Agreement and the other County CCP Loan Documents to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Santa Barbara shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.10 **TIME.** Time is of the essence in County CCP Loan Agreement and the other County CCP Loan Documents.

9.11 **CONSENTS AND APPROVALS.** No consent or approval of the Lender required or permitted hereunder or under any of the other County CCP Loan Documents shall be effective unless in writing and duly executed by the Director, to the extent such authority has been expressly delegated by the Board of Supervisors to the Director hereunder.

9.12 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: County of Santa Barbara
Director, Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, Room 201

Santa Barbara, CA 93101

BORROWER: Good Samaritan Shelter
245 E. Inger St.
Santa Maria, CA 93454
Attn: Executive Director

9.13 **BINDING UPON SUCCESSORS.** All provisions of this County CCP Loan Agreement shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on Transfer of this County CCP Loan Agreement by Borrower without Lender's consent, as set forth in Section 9.15, below.

9.14 **RELATIONSHIP OF PARTIES.** The relationship of Borrower and Lender with respect to this County CCP Loan Agreement and the other County CCP Loan Documents is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Properties, or the County CCP Loan.

9.15 **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this County CCP Loan Agreement, or any of the other County CCP Loan Documents, or any of its interests hereunder or thereunder, without the prior written consent of Lender in each instance. Any and all unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

9.16 **WAIVER.** No waiver by Lender of any provision of this County CCP Loan Agreement or any of the other County CCP Loan Documents shall be effective unless in writing duly executed by Lender. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the County CCP Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the County CCP Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the County CCP Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Lender's written waiver in each instance.

9.17 **INTEGRATION.** This County CCP Loan Agreement and the other County CCP Loan Documents, including exhibits attached hereto and thereto, contain the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede any and all prior negotiations and agreements with respect to the subject matter hereof and thereof.

9.18 **OTHER AGREEMENTS.** Borrower represents and warrants that it has not entered into any agreements that are inconsistent with any of the provisions of this County CCP Loan Agreement or any of the other County CCP Loan Documents, and Borrower shall not enter into any agreements that are inconsistent with any of the provisions of this County CCP Loan Agreement or any of the other County CCP Loan Documents without Lender's prior express written consent in each instance.

9.19 **CHANGES OR AMENDMENTS.** No change or amendment to this County CCP Loan Agreement may be made other than through a written amendment to this County CCP Loan Agreement duly executed by both Lender and Borrower. Such amendments shall make specific reference to this County CCP Loan Agreement, and be signed by a duly authorized representative of each party. For the avoidance

of doubt, the duly authorized representative of Lender is the Chair of the County Board of Supervisors, except to the extent such authority had been expressly and specifically delegated by the County Board of Supervisors to the Director hereunder. Such amendments shall not invalidate any parts of this County CCP Loan Agreement that are not specifically changed by the amendment, nor relieve or release Lender or Borrower from its obligations under this County CCP Loan Agreement that are not changed by the amendment. Borrower agrees to not unreasonably withhold its approval of any amendments proposed by Lender that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

The Director is authorized to approve and execute amendments on behalf of Lender to make any one or more of the following changes, provided that no such amendment shall increase the Maximum Loan Amount or extend the Term:

9.19.1 Changes to this County CCP Loan Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

9.19.2 Amendments to this County CCP Loan Agreement which are deemed to be minor by each of the Director, County Counsel, and Risk Management, and which do not adversely affect Lender's rights, responsibilities, or interests hereunder.

9.20 **SEVERABILITY.** In the event that any provision of this County CCP Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall continue in full force and effect.

9.21 **COUNTERPARTS.** This County CCP Loan Agreement may be executed by the Parties electronically and 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.

9.22 **CHILD SUPPORT COMPLIANCE ACT.** For any Contract Agreement in excess of \$100,000, the Borrower acknowledges in accordance with Public Contract Code 7110, that: (A) The Borrower recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (B) Borrower, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9.23 **DRUG-FREE WORKPLACE CERTIFICATION.** Certification of Compliance: By signing this County CCP Loan Agreement, Borrower hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a) (1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
2. Borrower's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

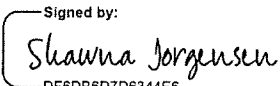
C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this County CCP Loan Agreement:

1. Will receive a copy of Borrower's drug-free policy statement, and
2. Will agree to abide by terms of Borrower's condition of employment or subcontract.

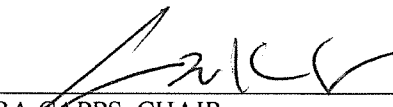
Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Lender and Borrower have caused this County CCP Loan Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

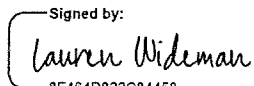
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:

DF6DB6D7D6344E6...
By: _____
Deputy

LENDER:
COUNTY:
County of Santa Barbara, a political subdivision of
the State of California

By: 
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

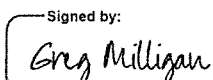
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:

8F464D822C84458...
By: _____
Deputy

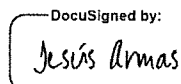
BORROWER:
GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM:
RISK MANAGEMENT

Signed by:

05F555F00269466...
By: _____
Gregory Milligan ARM, AIC

APPROVED BY DEPARTMENT:
COMMUNITY SERVICES DEPARTMENT

DocuSigned by:

E33B804A6E03475...
By: _____
Jesús Armas, Director

IN WITNESS WHEREOF, Lender and Borrower have caused this County CCP Loan Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

LENDER:

COUNTY:

County of Santa Barbara, a political subdivision of
the State of California

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

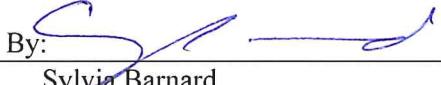
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy

BORROWER:

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By:  _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
Gregory Milligan ARM, AIC

APPROVED BY DEPARTMENT:

COMMUNITY SERVICES DEPARTMENT

By: _____
Jesús Armas, Director

EXHIBIT A1

Legal Description

All that Real Property situated in the City of Lompoc, County of Santa Barbara, State of California, legally described as follows:

Lot 5 and 6 in Block 7 of the City of Lompoc, in the City of Lompoc, County of Santa Barbara, State of California, according to the Map thereof recorded in Book 1, Page 45 of Maps and Surveys, in the office of the County Recorder of said County.

Commonly known as 531 North G Street, Lompoc, California 93436

APN: 087-192-004

EXHIBIT A2

Legal Description

The land referred to herein below is situated in the City of Santa Maria, County of Santa Barbara, State of CA and is described as follows:

That portion of Lot 56 of Mid- City Acres, in the city of Santa Maria, County of Santa Barbara, State of California, according to the map or plat thereof filed in Book 15 of Maps, Page 79, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said lot 56; thence North 89° 37' 44" East 30 feet; thence North 0° 42' 20" East 366 feet; thence North 89° 37' 44" East 65 feet to the true point of beginning; thence North 89°37'44" East 60 feet; thence North 0°42'20" East 125 feet; thence South 89°37'44" West 60 feet; thence South 0°42'20" West 125 feet to the true point of beginning.

APN: 121-125-015

EXHIBIT A3

Legal Description

Lot 282 of Track No. 10011, Unit No. 2, Tanglewood, in the County of Santa Barbara, State of California, as per map thereof recorded in Book 52 Pages 42 to 45, inclusive, o Maps, in the office of the County Recorder of Santa Barbara County.

Excepting therefrom all coal, lignite, asphaltum, brea, petroleum, bitumen, mineral oil, natural gas and all other hydrocarbon substances in and under said land below a depth of 500 feet from the present surface of said land, without, however, the right of entry upon the surface of said land or 500 feet below the present surface of said land.

Assessor's Parcel No: 111-176-014

EXHIBIT A4

Legal Description

The following described real property in the County of Santa Barbara, State of California:

Lot 8 of Block 4 of Edrington' Addition in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 9, Page 7 of Maps and Surveys, in the Office of the County Recorder of said County.

Assessor's Parcel No. 119-004-006

EXHIBIT A5

Property Map for 531 N. G. Street, Lompoc, California

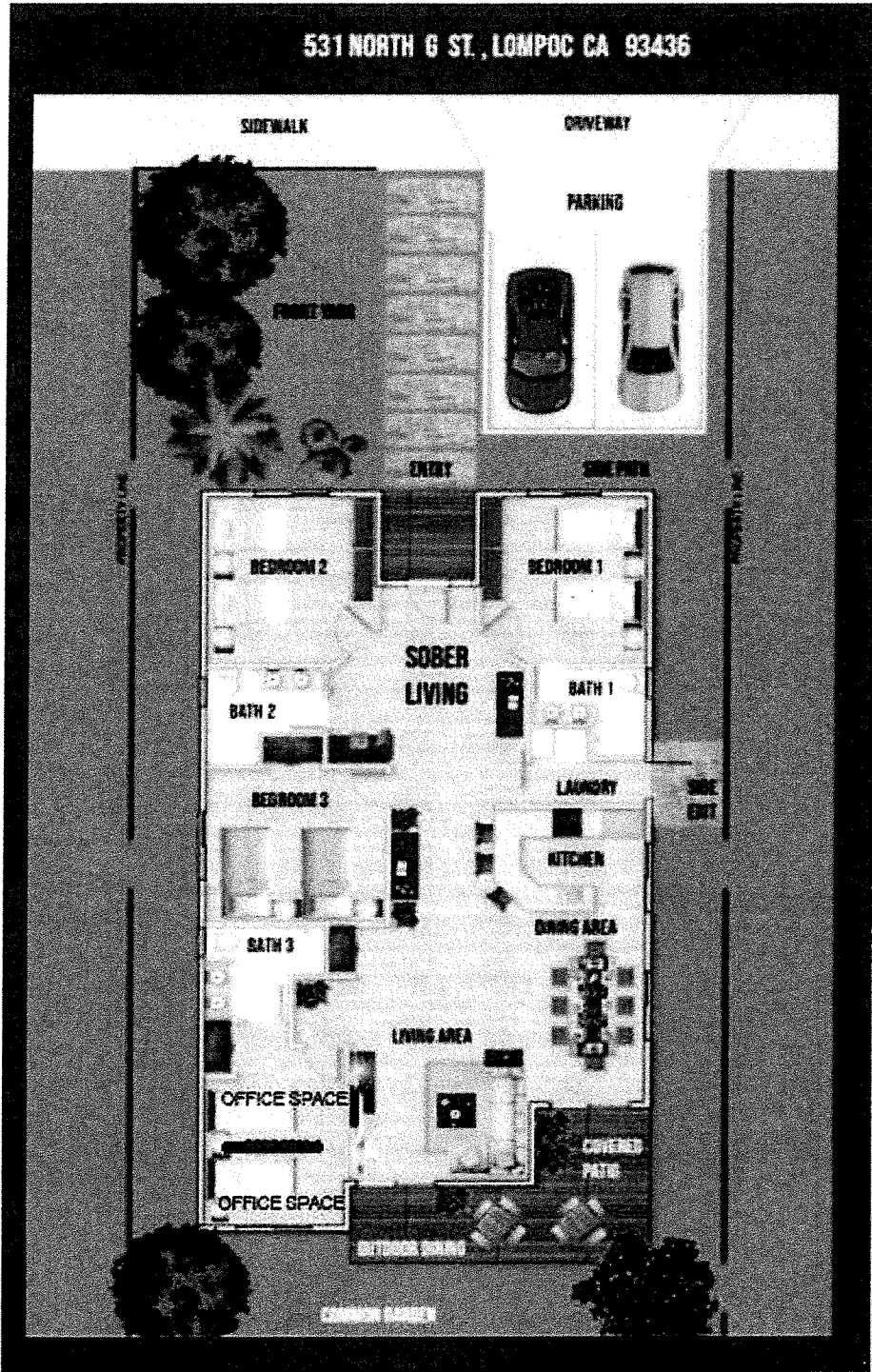
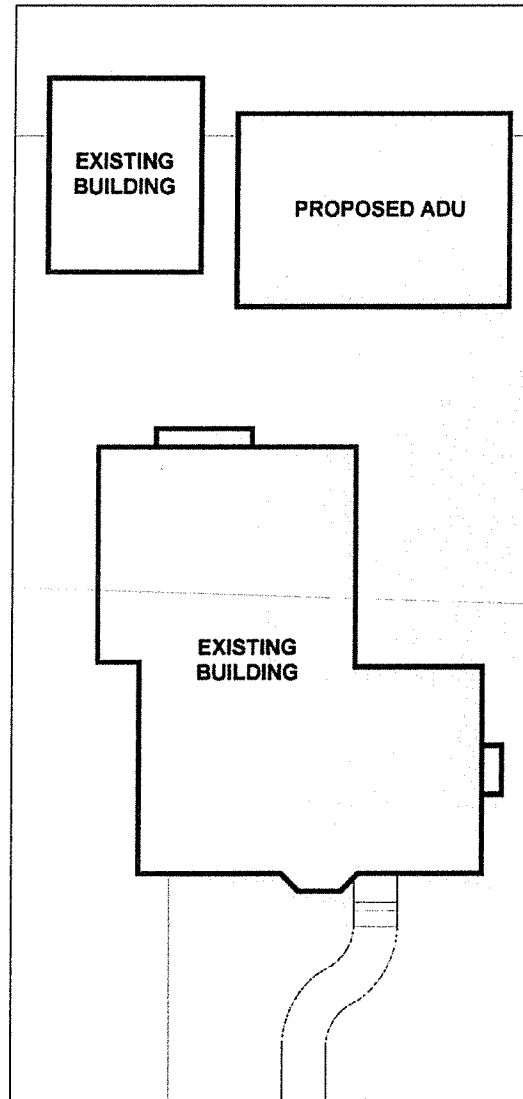


EXHIBIT A6

Property Map for 607 E. Hermosa St., Santa Maria, California



E HERMOSA STREET

EXHIBIT A7

Property Map for 1933 Elmwood Drive, Santa Maria, California

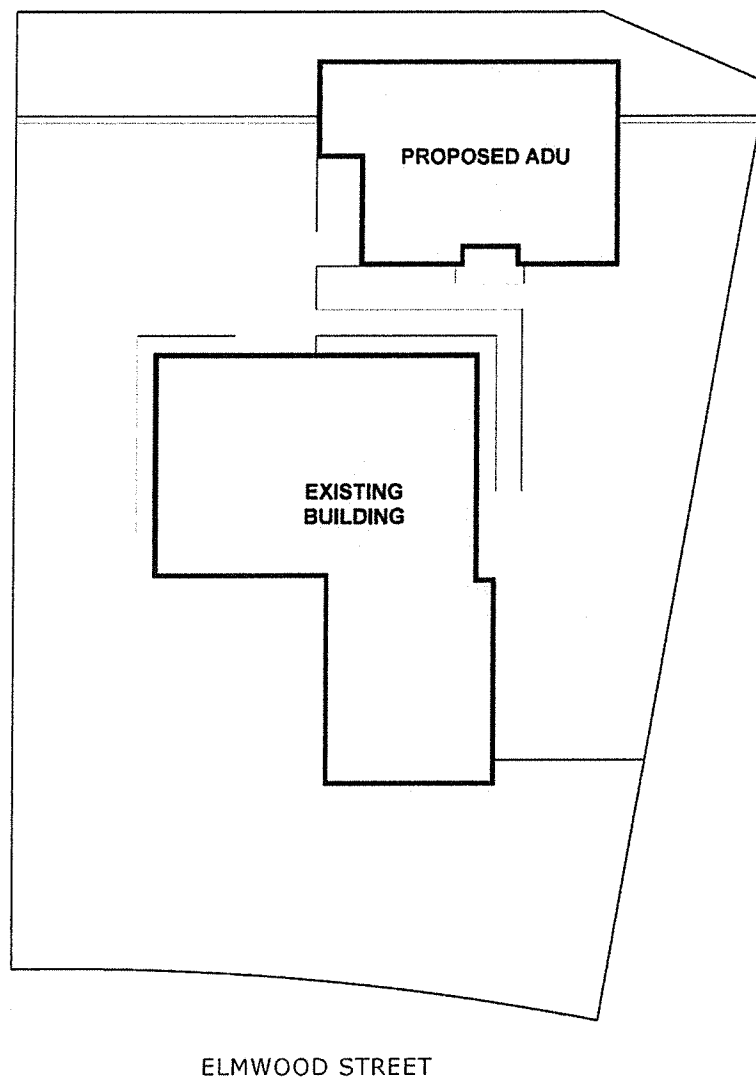
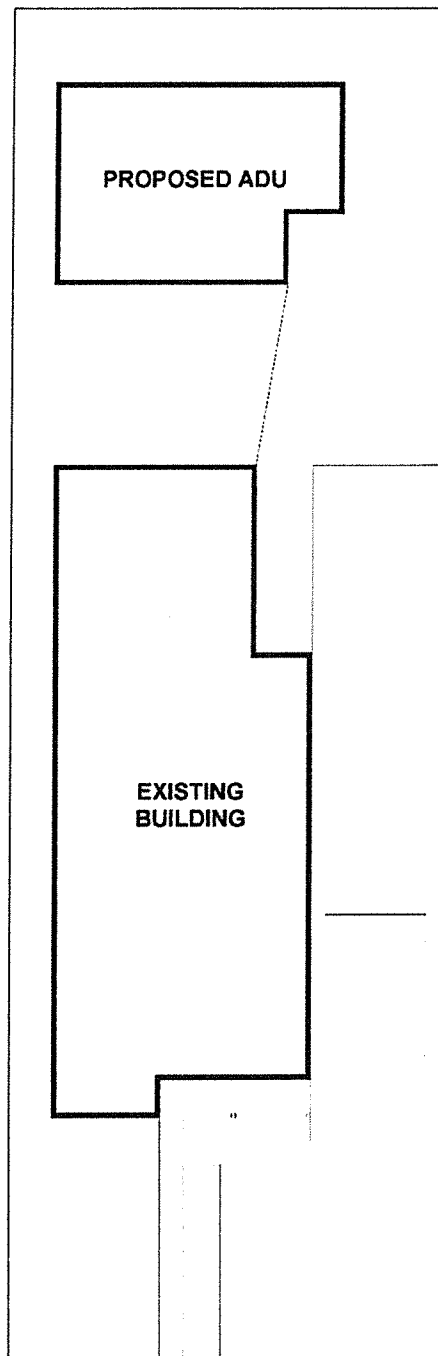


EXHIBIT A8

Property Map for 1404 N. Lincoln Street, Santa Maria, California



N LINCOLN STREET

EXHIBIT B

Project budget

Type of Cost	531 N. G St Lompoc	607 E. Hermosa St Santa Maria	1933 Elmwood Dr Santa Maria	1404 N. Lincoln St Santa Maria	Total Project Amount
Architectural Drawings & Permits	\$ 24,000	\$ 19,000	\$ 24,000	\$ 19,000	\$ 86,000
Construction	\$ 400,000	\$ 215,000	\$ 383,000	\$ 110,000	\$ 1,108,000
Solar & Meters	\$ 5,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 8,000
Project Management	\$ 8,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 26,000
Total	\$ 437,000	\$ 241,000	\$ 414,000	\$ 136,000	\$ 1,228,000

EXHIBIT C1

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
LOMPOC LOAN NOTE**

Santa Barbara, California
January 7, 2025

\$437,000

FOR VALUE RECEIVED, Good Samaritan Shelter, a California nonprofit public benefit corporation ("Borrower"), whose address is 245 E. Inger St., Suite 103B, Santa Maria, California, 93454, hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California ("Lender"), the principal amount equal to Four Hundred Thirty-Seven Thousand Dollars (\$437,000), or so much thereof as may be advanced by Lender to Borrower as set forth below.

PURPOSE. In order to assist Borrower in constructing one new residential structures containing indoor hot and cold running water, electricity and gas or electricity for heating and cooking, appropriate counter space and appliances for proper meal preparation, and sanitary facilities, and that is compliant with local zoning and building codes, to be located at 531 N. G Street, Lompoc, California, Lender has agreed to loan the amount of Four Hundred Thirty-Seven Thousand Dollars (\$437,000) to Borrower, all of which is derived from Public Safety Realignment Reserve funds received by the Lender under the County of Santa Barbara Community Corrections Partnership ("CCP").

BORROWER'S OBLIGATION. This Loan Note ("County CCP Lompoc Loan Note") evidences Borrower's obligation to pay Lender the principal amount of Four Hundred Thirty-Seven Thousand Dollars (\$437,000), loaned to Borrower by Lender ("County CCP Lompoc Loan") for the specific uses designated in that certain loan agreement by and between Borrower and Lender dated January 7, 2025 ("County CCP Loan Agreement").

NO INTEREST LOAN. Subject to Section 4, this County CCP Lompoc Loan Note shall bear no interest at the rate of zero percent (0%) per annum.

AMOUNT AND TIME OF PAYMENT. The entire amount of the principal of the County CCP Lompoc Loan as evidenced by this County CCP Lompoc Loan Note shall be due and payable on the earlier of: (a) the date that is fifteen (15) years after the Project Completion Date (as defined in the County CCP Loan Agreement) and in conformance with 24 CFR 400, 24 CFR 576, and State regulations (Chapter 5 (commencing with Section 50210 of Part 1 Division 31 of the Health and Safety Code), or (b) the date the Property is sold or otherwise Transferred, or (c) the date that is six (6) months after the Effective Date, in the event that Borrower has failed to commence construction as of that date as set forth in Section 4.1 of the County CCP Loan Agreement, or (d) an Event of Default by Borrower, as defined the County CCP Loan Agreement, which, if subject to cure as set forth in the applicable Default Notice (as defined in the County CCP Loan Agreement), has not been cured as provided for in such Default Notice.

The foregoing notwithstanding, if, at all times during the Term, Borrower remains compliant with the terms of the County CCP Lompoc Loan Regulatory Agreement, as determined by Lender through periodic inspections of the Project and Borrower's files documenting occupancy by Justice-Involved Individuals, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with the County CCP Lompoc Loan Regulatory Agreement, then the principal amount of the County CCP Lompoc Loan shall be forgiven upon the expiration of the Term.

DEFINITIONS. All capitalized terms used but not defined in this County CCP Lompoc Loan Note shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement.

1.1 "County CCP Lompoc Loan Regulatory Agreement" means the agreement executed by Borrower and Lender concurrently herewith with respect to the Property and recorded against title to the Property which regulates the use of the CCP-Assisted Unit (as that term is defined in the County CCP Lompoc Loan Regulatory Agreement).

"County CCP Lompoc Loan Documents" means, collectively the County CCP Loan Agreement, the County CCP Lompoc Loan Note, County CCP Lompoc Loan Regulatory Agreement, and County CCP Lompoc Deed of Trust as they may be amended, modified, or restated from time to time, including all exhibits and attachments hereto and thereto.

"County CCP Lompoc Deed of Trust" means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Lompoc Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

"Project" means the construction, operation and management of the Building on the Site on the Property and the other improvements to be constructed thereon in accordance with the provisions of the County CCP Loan Agreement and 24 CFR 578.

"Property" means that certain real property and improvements thereon located at 531 N. G Street, Lompoc, California, as described in greater detail in Exhibit A1 to the County CCP Loan Agreement.

1.2 "Term" means the period of time commencing with the date of this County CCP Lompoc Loan Note and terminating on the date that is fifteen (15) years after the Project Completion Date.

PAYMENTS. The entire principal amount of this County CCP Lompoc Loan Note shall be due and payable in accordance with the terms set forth in Section 5, above.

PLACE AND MANNER OF PAYMENT. All amounts due and payable under this County CCP Lompoc Loan Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective payment dates thereof shall be legal tender for the payment of public and private debts.

DEFAULT AND ACCELERATION. All covenants, conditions and agreements contained in the County CCP Loan Agreement are hereby made a part of this County CCP Lompoc Loan Note. Borrower agrees that the principal shall be immediately due and payable upon any Event of Default which, if subject to cure as set for in the applicable Default Notice, has not been cured in accordance with such Default Notice. Upon any Event of Default, Lender may exercise any and all rights and remedies permitted under this County CCP Lompoc Loan Note, the County CCP Lompoc Loan Documents, or applicable law.

PREPAYMENT OF COUNTY CCP LOMPOC LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the County CCP Lompoc Loan amounts prior to the end of the Term. However, prepayment of the County CCP Lompoc Loan shall not relieve Borrower of any of Borrower's obligations under the County CCP Lompoc Loan Regulatory Agreement.

NO OFFSET. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this County CCP Lompoc Loan Note.

WAIVERS. All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this County CCP Lompoc Loan Note, if any.

CONSENTS AND APPROVALS. No consent or approval of Lender in connection with this County CCP Lompoc Loan Note shall be effective unless in writing duly executed by Lender in each instance.

NOTICES. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the County CCP Lompoc Loan Documents shall also be sent to Borrower's address below.

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor

Santa Barbara, CA 93101
Attn: County Counsel

BORROWER:

Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

BINDING UPON SUCCESSORS. All provisions of this County CCP Lompoc Loan Note shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of Borrower and Lender; provided, however, that the foregoing shall not relieve Borrower of the requirement that Borrower comply with Section 22, below.

GOVERNING LAW. This County CCP Lompoc Loan Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

SEVERABILITY. In the event that any provision of this County CCP Lompoc Loan Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TIME. Time is of the essence in this County CCP Lompoc Loan Note.

WAIVER. No waiver by Lender with respect to this County CCP Lompoc Loan Note shall be effective unless in writing duly signed by Lender. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the County CCP Lompoc Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the County CCP Lompoc Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the County CCP Lompoc Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modifications to this County CCP Lompoc Loan Note shall be effective unless in writing duly executed by both Borrower and Lender.

20. **COUNTY CCP LOAN AGREEMENT CONTROLS.** In the event that any provisions of this County CCP Lompoc Loan Note and the County CCP Loan Agreement conflict, the terms of the County CCP Loan Agreement shall control and prevail. In the event that any provisions of this County CCP Lompoc Loan Note and the County CCP Lompoc Loan Regulatory Agreement conflict, the terms of the County CCP Lompoc Loan Regulatory Agreement shall control and prevail.

21. **NO ASSIGNMENT OR TRANSFER.** Borrower shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this County CCP Lompoc Loan Note, or any of its rights or obligations hereunder, without the prior written consent of Lender in each instance. Any and all unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

Signature appears on following page. No further text appears here.

BORROWER:

Good Samaritan Shelter,
a California a nonprofit public benefit corporation

By: _____
Sylvia Barnard
Executive Director

EXHIBIT C2

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
HERMOSA LOAN NOTE**

Santa Barbara, California
January 7, 2025

\$241,000

FOR VALUE RECEIVED, Good Samaritan Shelter, a California nonprofit public benefit corporation ("Borrower"), whose address is 245 E. Inger St., Suite 103B, Santa Maria, California, 93454, hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California ("Lender"), the principal amount equal to Two Hundred Forty-One Thousand Dollars (\$241,000), or so much thereof as may be advanced by Lender to Borrower as set forth below.

PURPOSE. In order to assist Borrower in constructing one new residential structures containing indoor hot and cold running water, electricity and gas or electricity for heating and cooking, appropriate counter space and appliances for proper meal preparation, and sanitary facilities, and that is compliant with local zoning and building codes, to be located at 607 E. Hermosa Street, Santa Maria, California, Lender has agreed to loan the amount of Two Hundred Forty-One Thousand Dollars (\$241,000), to Borrower, all of which is derived from Public Safety Realignment Reserve funds received by the Lender under the County of Santa Barbara Community Corrections Partnership ("CCP").

BORROWER'S OBLIGATION. This Loan Note ("County CCP Hermosa Loan Note") evidences Borrower's obligation to pay Lender the principal amount of Two Hundred Forty-One Thousand Dollars (\$241,000), loaned to Borrower by Lender ("County CCP Hermosa Loan") for the specific uses designated in that certain loan agreement by and between Borrower and Lender dated January 7, 2025 ("County CCP Loan Agreement").

NO INTEREST LOAN. Subject to Section 4, this County CCP Hermosa Loan Note shall bear no interest at the rate of zero percent (0%) per annum.

AMOUNT AND TIME OF PAYMENT. The entire amount of the principal of the County CCP Hermosa Loan as evidenced by this County CCP Hermosa Loan Note shall be due and payable on the earlier of: (a) the date that is fifteen (15) years after the Project Completion Date (as defined in the County CCP Loan Agreement) and in conformance with 24 CFR 400, 24 CFR 576, and State regulations (Chapter 5 (commencing with Section 50210 of Part 1 Division 31 of the Health and Safety Code), or (b) the date the Property is sold or otherwise Transferred, or (c) the date that is six (6) months after the Effective Date, in the event that Borrower has failed to commence construction as of that date as set forth in Section 4.1 of the County CCP Loan Agreement, or (d) an Event of Default by Borrower, as defined the County CCP Loan Agreement, which, if subject to cure as set forth in the applicable Default Notice (as defined in the County CCP Loan Agreement), has not been cured as provided for in such Default Notice.

The foregoing notwithstanding, if, at all times during the Term, Borrower remains compliant with the terms of the County CCP Hermosa Loan Regulatory Agreement, as determined by Lender through periodic inspections of the Project and Borrower's files documenting occupancy by Justice-Involved Individuals, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with the County CCP Hermosa Loan Regulatory Agreement, then the principal amount of the County CCP Hermosa Loan shall be forgiven upon the expiration of the Term.

DEFINITIONS. All capitalized terms used but not defined in this County CCP Hermosa Loan Note shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement.

1.3 "County CCP Hermosa Loan Regulatory Agreement" means the agreement executed by Borrower and Lender concurrently herewith with respect to the Property and recorded against title to the Property which regulates the use of the CCP-Assisted Unit (as that term is defined in the County CCP Hermosa Loan Regulatory Agreement).

"County CCP Hermosa Loan Documents" means, collectively the County CCP Loan Agreement, the County CCP Hermosa Loan Note, the County CCP Hermosa Loan Regulatory Agreement, and the County CCP Hermosa Deed of Trust, as they may be amended, modified, or restated from time to time, including all exhibits and attachments hereto and thereto.

"County CCP Hermosa Deed of Trust" means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Hermosa Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

"Project" means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the County CCP Loan Agreement and as defined in 24CFR 578.

"Property" means that certain real property and improvements thereon located at 607 E. Hermosa Street, Santa Maria, California, as described in greater detail in Exhibit A2 to the County CCP Loan Agreement.

1.4 "Term" means the period of time commencing with the date of this County CCP Hermosa Loan Note and terminating on the date that is fifteen (15) years after the Project Completion Date.

PAYMENTS. The entire principal shall be due and payable in accordance with the terms set forth in Section 5.

PLACE AND MANNER OF PAYMENT. All amounts due and payable under this County CCP Hermosa Loan Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective payment dates thereof shall be legal tender for the payment of public and private debts.

DEFAULT AND ACCELERATION. All covenants, conditions and agreements contained in the County CCP Loan Agreement are hereby made a part of this County CCP Hermosa Loan Note. Borrower agrees that the principal shall be immediately due and payable upon any Event of Default which, if subject to cure as set for in the applicable Default Notice, has not been cured in accordance with such Default Notice. Upon any Event of Default, Lender may exercise any and all rights and remedies permitted under this County CCP Hermosa Loan Note, the County CCP Hermosa Loan Documents, or applicable law.

PREPAYMENT OF COUNTY CCP HERMOSA LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the County CCP Hermosa Loan amounts prior to the end of the Term. However, prepayment of the County CCP Hermosa Loan shall not relieve Borrower of any of Borrower's obligations under the County CCP Hermosa Loan Regulatory Agreement.

NO OFFSET. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this County CCP Hermosa Loan Note.

WAIVERS. All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this County CCP Hermosa Loan Note, if any.

CONSENTS AND APPROVALS. No consent or approval of Lender in connection with this County CCP Hermosa Loan Note shall be effective unless in writing duly executed by Lender in each instance.

NOTICES. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the County CCP Hermosa Loan Documents shall also be sent to Borrower's address below.

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

BORROWER: Good Samaritan Shelter
245 E. Inger St., Suite 103B

Santa Maria, CA 93454
Attn: Executive Director

BINDING UPON SUCCESSORS. All provisions of this County CCP Hermosa Loan Note shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of Borrower and Lender; provided, however, that the foregoing shall not relieve Borrower of the requirement that Borrower comply with Section 22, below.

GOVERNING LAW. This County CCP Hermosa Loan Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

SEVERABILITY. In the event that any provision of this County CCP Hermosa Loan Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TIME. Time is of the essence in this County CCP Hermosa Loan Note.

WAIVER. No waiver by Lender with respect to this County CCP Hermosa Loan Note shall be effective unless in writing duly signed by Lender. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the County CCP Hermosa Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the County CCP Hermosa Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the County CCP Hermosa Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modifications to this County CCP Hermosa Loan Note shall be effective unless in writing duly executed by both Borrower and Lender.

20. **COUNTY CCP LOAN AGREEMENT CONTROLS.** In the event that any provisions of this County CCP Hermosa Loan Note and the County CCP Loan Agreement conflict, the terms of the County CCP Loan Agreement shall control and prevail. In the event that any provisions of this County CCP Hermosa Loan Note and the County CCP Hermosa Loan Regulatory Agreement conflict, the terms of the County CCP Hermosa Loan Regulatory Agreement shall control and prevail.

21. **NO ASSIGNMENT OR TRANSFER.** Borrower shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this County CCP Hermosa Loan Note, or any of its rights or obligations hereunder, without the prior written consent of Lender in each instance. Any and all unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

Signature appears on following page. No further text appears here.

BORROWER:

Good Samaritan Shelter,
a California a nonprofit public benefit corporation

By: _____
Sylvia Barnard
Executive Director

EXHIBIT C3

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
ELMWOOD LOAN NOTE**

Santa Barbara, California
January 7, 2025

\$414,000

FOR VALUE RECEIVED, Good Samaritan Shelter, a California nonprofit public benefit corporation (“Borrower”), whose address is 245 E. Inger St., Suite 103B, Santa Maria, California, 93454, hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California (“Lender”), the principal amount equal to Four Hundred Fourteen Thousand Dollars (\$414,000), or so much thereof as may be advanced by Lender to Borrower as set forth below.

PURPOSE. In order to assist Borrower in constructing one new residential structures containing indoor hot and cold running water, electricity and gas or electricity for heating and cooking, appropriate counter space and appliances for proper meal preparation, and sanitary facilities, and that is compliant with local zoning and building codes, to be located at 1933 Elmwood Drive, Santa Maria, California, Lender has agreed to loan the amount of Four Hundred Fourteen Thousand Dollars (\$414,000), to Borrower, all of which is derived from Public Safety Realignment Reserve funds received by the Lender under the County of Santa Barbara Community Corrections Partnership (“CCP”).

BORROWER’S OBLIGATION. This Loan Note (“County CCP Elmwood Loan Note”) evidences Borrower’s obligation to pay Lender the principal amount of Four Hundred Fourteen Thousand Dollars (\$414,000), loaned to Borrower by Lender (“County CCP Elmwood Loan”) for the specific uses designated in that certain loan agreement by and between Borrower and Lender dated January 7, 2025 (“County CCP Loan Agreement”).

NO INTEREST LOAN. Subject to Section 4, this County CCP Elmwood Loan Note shall bear no interest at the rate of zero percent (0%) per annum.

AMOUNT AND TIME OF PAYMENT. The entire amount of the principal of the County CCP Elmwood Loan as evidenced by this County CCP Elmwood Loan Note shall be due and payable on the earlier of: (a) the date that is fifteen (15) years after the Project Completion Date (as defined in the County CCP Loan Agreement) and in conformance with 24 CFR 400, 24 CFR 576, and State regulations (Chapter 5 (commencing with Section 50210 of Part 1 Division 31 of the Health and Safety Code), or (b) the date the Property is sold or otherwise Transferred, or (c) the date that is six (6) months after the Effective Date, in the event that Borrower has failed to commence construction as of that date as set forth in Section 4.1 of the County CCP Loan Agreement, or (d) an Event of Default by Borrower, as defined the County CCP Loan Agreement, which, if subject to cure as set forth in the applicable Default Notice (as defined in the County CCP Loan Agreement), has not been cured as provided for in such Default Notice.

The foregoing notwithstanding, if, at all times during the Term, Borrower remains compliant with the terms of the County CCP Elmwood Loan Regulatory Agreement, as determined by Lender through periodic inspections of the Project and Borrower's files documenting occupancy by Justice-Involved Individuals, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with the County CCP Elmwood Loan Regulatory Agreement, then the principal amount of the County CCP Elmwood Loan shall be forgiven upon the expiration of the Term.

DEFINITIONS. All capitalized terms used but not defined in this County CCP Elmwood Loan Note shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement.

1.5 "County CCP Elmwood Loan Regulatory Agreement" means the agreement executed by Borrower and Lender concurrently herewith with respect to the Property and recorded against title to the Property which regulates the use of the CCP-Assisted Unit (as that term is defined in the County CCP Elmwood Loan Regulatory Agreement).

"County CCP Elmwood Loan Documents" means, collectively the County CCP Loan Agreement, the County CCP Elmwood Loan Note, and the County CCP Elmwood Loan Regulatory Agreement, and the County CCP Elmwood Deed of Trust, as they may be amended, modified, or restated from time to time, including all exhibits and attachments hereto and thereto.

"County CCP Elmwood Deed of Trust" means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

"Project" means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the County CCP Elmwood Loan Agreement and as defined in 24CFR 578.

"Property" means that certain real property and improvements thereon located at 1933 Elmwood Drive, Santa Maria, California, as described in greater detail in Exhibit A3 to the County CCP Loan Agreement.

1.6 "Term" means the period of time commencing with the date of this County CCP Elmwood Loan Note and terminating on the date that is fifteen (15) years after the Project Completion Date.

PAYMENTS. The entire principal shall be due and payable in accordance with the terms set forth in Section 5.

PLACE AND MANNER OF PAYMENT. All amounts due and payable under this County CCP Elmwood Loan Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective payment dates thereof shall be legal tender for the payment of public and private debts.

DEFAULT AND ACCELERATION. All covenants, conditions and agreements contained in the County CCP Loan Agreement are hereby made a part of this County CCP Elmwood Loan Note. Borrower agrees that the principal shall be immediately due and payable upon any Event of Default which, if subject to cure as set for in the applicable Default Notice, has not been cured in accordance with such Default Notice. Upon any Event of Default, Lender may exercise any and all rights and remedies permitted under this County CCP Elmwood Loan Note, the County CCP Elmwood Loan Documents, or applicable law.

PREPAYMENT OF COUNTY CCP ELMWOOD LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the County CCP Elmwood Loan amounts prior to the end of the Term. However, prepayment of the County CCP Elmwood Loan shall not relieve Borrower of any of Borrower's obligations under the County CCP Elmwood Loan Regulatory Agreement.

NO OFFSET. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this County CCP Elmwood Loan Note.

WAIVERS. All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this County CCP Elmwood Loan Note, if any.

CONSENTS AND APPROVALS. No consent or approval of Lender in connection with this County CCP Elmwood Loan Note shall be effective unless in writing duly executed by Lender in each instance.

NOTICES. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the County CCP Elmwood Loan Documents shall also be sent to Borrower's address below.

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor

Santa Barbara, CA 93101
Attn: County Counsel

BORROWER: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

BINDING UPON SUCCESSORS. All provisions of this County CCP Elmwood Loan Note shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of Borrower and Lender; provided, however, that the foregoing shall not relieve Borrower of the requirement that Borrower comply with Section 22, below.

GOVERNING LAW. This County CCP Elmwood Loan Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

SEVERABILITY. In the event that any provision of this County CCP Elmwood Loan Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TIME. Time is of the essence in this County CCP Elmwood Loan Note.

WAIVER. No waiver by Lender with respect to this County CCP Elmwood Loan Note shall be effective unless in writing duly signed by Lender. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the County CCP Elmwood Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the County CCP Elmwood Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the County CCP Elmwood Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modifications to this County CCP Elmwood Loan Note shall be effective unless in writing duly executed by both Borrower and Lender.

20. COUNTY CCP LOAN AGREEMENT CONTROLS. In the event that any provisions of this County CCP Elmwood Loan Note and the County CCP Loan Agreement conflict, the terms of the County CCP Loan Agreement shall control and prevail. In the event that any provisions of this County CCP Elmwood Loan Note and the County CCP Elmwood Loan Regulatory Agreement conflict, the terms of the County CCP Elmwood Loan Regulatory Agreement shall control and prevail.

21. **NO ASSIGNMENT OR TRANSFER.** Borrower shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise (“Transfer”), this County CCP Elmwood Loan Note, or any of its rights or obligations hereunder, without the prior written consent of Lender in each instance. Any and all unauthorized Transfers shall be voidable by Lender in Lender’s sole discretion.

Signature appears on following page. No further text appears here.

BORROWER:

Good Samaritan Shelter,
a California a nonprofit public benefit corporation

By: _____
Sylvia Barnard
Executive Director

EXHIBIT C4

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP)
LINCOLN LOAN NOTE**

Santa Barbara, California
January 7, 2025

\$136,000

FOR VALUE RECEIVED, Good Samaritan Shelter, a California nonprofit public benefit corporation (“Borrower”), whose address is 245 E. Inger St., Suite 103B, Santa Maria, California, 93454, hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California (“Lender”), the principal amount equal to One Hundred Thirty-Six Thousand Dollars (\$136,000), or so much thereof as may be advanced by Lender to Borrower as set forth below.

PURPOSE. In order to assist Borrower in constructing one new residential structures containing indoor hot and cold running water, electricity and gas or electricity for heating and cooking, appropriate counter space and appliances for proper meal preparation, and sanitary facilities, and that is compliant with local zoning and building codes, to be located at 1404 N. Lincoln Street, Santa Maria, California, Lender has agreed to loan the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000), to Borrower, all of which is derived from Public Safety Realignment Reserve funds received by the Lender under the County of Santa Barbara Community Corrections Partnership (“CCP”).

BORROWER’S OBLIGATION. This Loan Note (“County CCP Lincoln Loan Note”) evidences Borrower’s obligation to pay Lender the principal amount of One Hundred Thirty-Six Thousand Dollars (\$136,000), loaned to Borrower by Lender (“County CCP Lincoln Loan”) for the specific uses designated in that certain loan agreement by and between Borrower and Lender dated January 7, 2025 (“County CCP Loan Agreement”).

NO INTEREST LOAN. Subject to Section 4, this County CCP Lincoln Loan Note shall bear no interest at the rate of zero percent (0%) per annum.

AMOUNT AND TIME OF PAYMENT. The entire amount of the principal of the County CCP Lincoln Loan as evidenced by this County CCP Lincoln Loan Note shall be due and payable on the earlier of: (a) the date that is fifteen (15) years after the Project Completion Date (as defined in the County CCP Loan Agreement) and in conformance with 24 CFR 400, 24 CFR 576, and State regulations (Chapter 5 (commencing with Section 50210 of Part 1 Division 31 of the Health and Safety Code), or (b) the date the Property is sold or otherwise Transferred, or (c) the date that is six (6) months after the Effective Date, in the event that Borrower has failed to commence construction as of that date as set forth in Section 4.1 of the County CCP Loan Agreement, or (d) an Event of Default by Borrower, as defined the County CCP Loan Agreement, which, if subject to cure as set forth in the applicable Default Notice (as defined in the County CCP Loan Agreement), has not been cured as provided for in such Default Notice.

The foregoing notwithstanding, if, at all times during the Term, Borrower remains compliant with the terms of the County CCP Lincoln Loan Regulatory Agreement, as determined by Lender through periodic inspections of the Project and Borrower's files documenting occupancy by Justice-Involved Individuals, and as indicated with monitoring close-out letters from Lender to Borrower indicating compliance with the County CCP Lincoln Loan Regulatory Agreement, then the principal amount of the County CCP Lincoln Loan shall be forgiven upon the expiration of the Term.

DEFINITIONS. All capitalized terms used but not defined in this County CCP Lincoln Loan Note shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement.

1.7 "County CCP Lincoln Loan Regulatory Agreement" means the agreement executed by Borrower and Lender concurrently herewith with respect to the Property and recorded against title to the Property which regulates the use of the CCP-Assisted Unit (as that term is defined in the County CCP Lincoln Loan Regulatory Agreement).

"County CCP Lincoln Loan Documents" means, collectively the County CCP Loan Agreement, the County CCP Lincoln Loan Note, and the County CCP Lincoln Loan Regulatory Agreement, and County CCP Lincoln Loan Deed of Trust as they may be amended, modified, or restated from time to time, including all exhibits and attachments hereto and thereto.

"County CCP Lincoln Loan Deed of Trust" means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Lincoln Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

"Project" means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the County CCP Loan Agreement and as defined in 24CFR 578.

"Property" means that certain real property and improvements thereon located at 1404 N. Lincoln Street, Santa Maria, California, as described in greater detail in Exhibit A4 to the County CCP Loan Agreement.

1.8 "Term" means the period of time commencing with the date of this County CCP Lincoln Loan Note and terminating on the date that is fifteen (15) years after the Project Completion Date.

PAYMENTS. The entire principal shall be due and payable in accordance with the terms set forth in Section 5.

PLACE AND MANNER OF PAYMENT. All amounts due and payable under this County CCP Lincoln Loan Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective payment dates thereof shall be legal tender for the payment of public and private debts.

DEFAULT AND ACCELERATION. All covenants, conditions and agreements contained in the County CCP Loan Agreement are hereby made a part of this County CCP Lincoln Loan Note. Borrower agrees that the principal shall be immediately due and payable upon any Event of Default which, if subject to cure as set for in the applicable Default Notice, has not been cured in accordance with such Default Notice. Upon any Event of Default, Lender may exercise any and all rights and remedies permitted under this County CCP Lincoln Loan Note, the County CCP Lincoln Loan Documents, or applicable law.

PREPAYMENT OF COUNTY CCP LINCOLN LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the County CCP Lincoln Loan amounts prior to the end of the Term. However, prepayment of the County CCP Lincoln Loan shall not relieve Borrower of any of Borrower's obligations under the County CCP Lincoln Loan Regulatory Agreement.

NO OFFSET. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this County CCP Lincoln Loan Note.

WAIVERS. All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this County CCP Lincoln Loan Note, if any.

CONSENTS AND APPROVALS. No consent or approval of Lender in connection with this County CCP Lincoln Loan Note shall be effective unless in writing duly executed by Lender in each instance.

NOTICES. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the County CCP Lincoln Loan Documents shall also be sent to Borrower's address below.

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor

Santa Barbara, CA 93101
Attn: County Counsel

BORROWER: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

BINDING UPON SUCCESSORS. All provisions of this County CCP Lincoln Loan Note shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of Borrower and Lender; provided, however, that the foregoing shall not relieve Borrower of the requirement that Borrower comply with Section 22, below.

GOVERNING LAW. This County CCP Lincoln Loan Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

SEVERABILITY. In the event that any provision of this County CCP Lincoln Loan Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TIME. Time is of the essence in this County CCP Lincoln Loan Note.

WAIVER. No waiver by Lender with respect to this County CCP Lincoln Loan Note shall be effective unless in writing duly signed by Lender. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the County CCP Lincoln Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the County CCP Lincoln Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the County CCP Lincoln Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modifications to this County CCP Lincoln Loan Note shall be effective unless in writing duly executed by both Borrower and Lender.

20. **COUNTY CCP LOAN AGREEMENT CONTROLS.** In the event that any provisions of this County CCP Lincoln Loan Note and the County CCP Loan Agreement conflict, the terms of the County CCP Loan Agreement shall control and prevail. In the event that any provisions of this County CCP Lincoln Loan Note and the County CCP Lincoln Loan Regulatory Agreement conflict, the terms of the County CCP Lincoln Loan Regulatory Agreement shall control and prevail.

21. **NO ASSIGNMENT OR TRANSFER.** Borrower shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this County

CCP Lincoln Loan Note, or any of its rights or obligations hereunder, without the prior written consent of Lender in each instance. Any and all unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

Signature appears on following page. No further text appears here.

BORROWER:

Good Samaritan Shelter,
a California a nonprofit public benefit corporation

By: _____
Sylvia Barnard
Executive Director

EXHIBIT D

Annual Report

CCP

Annual Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam E. Moreno, Housing Program Specialist by email to mmoreno@co.santa-barbara.ca.us or fax to (805) 560-1091.

Agency <u>Good Samaritan Shelter</u> Project <u>Good Samaritan Residential Development</u> Contract # _____	Contact Person <u>Sylvia Barnard, Executive Director</u> Phone Number <u>805-331-0877</u> Email Address <u>goodsamshelter@gmail.com</u>
--	--

1. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
SUPPORTIVE HOUSING			
Unduplicated number of referred justice involved persons served			
Number of Instances of service (all services must be documented and reported)			

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Unduplicated number of referred justice involved persons served							
% of the unduplicated number who will achieve employment							
Number of ISP's (goals) to be developed							
% of ISP that will successfully completed (goals)							
% of participants projected to successfully leave the program							

Narrative (Attach additional pages, as needed)

- Describe the project's progress in meeting the goals and performance measures as set forth in the Contractor Agreement. If the project is not performing as planned, provide an explanation.
- Describe the alignment between CCP Supportive Housing activities and The Public Safety Realignment Plan.



Annual Report

County of Santa Barbara
Community Services Department

2. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

HUD Funds

	Amount
ESG	\$
CDBG – County	\$
CDBG – Other	\$
HOME	\$
HOPWA	\$
Total	\$

Other Funds

	Amount
Other Federal Funds	\$
State Funds (including CCP)	\$
Local Funds	\$
Private Funds	\$
Other Funds (<i>Specify fund source below</i>)	\$
	\$
	\$
Total	\$

3. Additional Comments

Provide any additional comments on areas of this report that need explanation.

4. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E1

County CCP Lompoc Regulatory Agreement

NO FEE DOCUMENT

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

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

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), LOMPOC LOAN
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

This County CCP Lompoc Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 7th day of January, 2025, by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at 531 N. G. Street, in Lompoc, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to construct one new building (the “Building”) for transitional housing for justice-involved individuals (the “Project”).

B. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “County CCP Loan”), in accordance with the provisions of the County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

C. Four Hundred Thirty-Seven Thousand Dollars (\$437,000) of the County CCP Loan funds comprise the County CCP Lompoc Loan (“County CCP Lompoc Loan”), evidenced by that certain County CCP Lompoc Loan Note of even date herewith (“CCP Lompoc Loan Note”), to be

used by Borrower for construction of the Building in accordance with the CCP Lompoc Loan Note and the County CCP Loan Agreement.

D. As further consideration for the County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the County CCP Loan, the Owner and the Lender hereby agree as follows:

DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement. Some of the following terms are defined in the County CCP Loan Agreement and repeated here for convenience of reference.

1.0 **“COUNTY CCP LOMPOC LOAN”** means the loan of Public Safety Realignment Reserve Funds in the amount of Four Hundred Thirty-Seven Thousand Dollars (\$437,000) made by the Lender to the Owner to finance certain development costs of this Project as part of the County CCP Loan pursuant to the County CCP Loan Agreement and the County CCP Lompoc Loan Note.

“COUNTY CCP LOAN AGREEMENT” means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 **“COUNTY CCP LOMPOC LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Lompoc Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 **“COUNTY CCP LOMPOC LOAN DOCUMENTS”** means, collectively, this Agreement, the County CCP Loan Agreement, and the County CCP Lompoc Loan Note, and County CCP Lompoc Loan Deed of Trust, as they may be amended, modified, or restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 **“COUNTY CCP LOMPOC LOAN NOTE”** means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of Four Hundred Thirty-Seven Thousand Dollars (\$437,000), evidencing the County CCP Lompoc Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 **“JUSTICE-INVOLVED INDIVIDUAL”** means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 **“CCP-ASSISTED UNIT”** means the Building on the Property after it has been constructed and made available for occupancy.

1.7 **“LENDER”** means the County of Santa Barbara, a political subdivision of the State of California.

1.8 **“OWNER”** means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 **“PROJECT”** means the construction, operation and management of the Building .

1.10 **“PROPERTY”** means that certain real property located at 531 N. G. Street, in Lompoc, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 **“QUALIFYING INDIVIDUAL”** means a Justice-Involved Individual who is without natural supports and is ineligible for other types of subsidized housing.

1.12 **“PROJECT COMPLETION DATE”** means the first date as of which a final Certificate of Occupancy has been issued for the Building on the Property by the City of Lompoc.

1.13 **“TERM”** means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

TERM AND COMPLIANCE

COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS. The Owner’s actions with respect to the Property and the use of funds from the County CCP Loan, including, but not limited to the County CCP Lompoc Loan funds, shall at all times be in full conformity with all of the requirements of the County CCP Lompoc Loan Documents, including, but not limited to, the insurance requirements contained therein.

TERM OF AGREEMENT. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants of the Property ("clients") must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by March 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its employees, agents, and subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

PROPERTY MANAGEMENT

4.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Individuals, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender's approval Owner's proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.5 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Individual. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenantable condition. All CCP-Assisted Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.1 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of the Property or any interest therein, this Agreement, or any of Owner's rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

5.2 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach ("Breach Notice") specifying: (a) the nature of the breach, (b) whether, in Lender's sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

- A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
- B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;
- C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or
- D. Pursue any other remedy provided under the County CCP Loan Documents or allowed at law or in equity.

5.3 COUNTERPARTS. This Agreement may be executed by the parties hereto electronically and 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.

5.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.5 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any of the other County CCP Loan Documents conflict, the terms of this Agreement shall control and prevail.

5.8 TIME. Time is of the essence in this Agreement.

5.9 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon the successors-in-interest, transferees, and

assigns of the Owner, and shall inure to the benefit of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the County CCP Lompoc Loan or County CCP Lompoc Loan Note or the County CCP Loan Agreement, or any conveyance or transfer of the Property or portion thereof.

5.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.15 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Deputy

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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)

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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 of the Property

All that Real Property situated in the City of Lompoc, County of Santa Barbara, State of California, legally described as follows:

Lot 5 and 6 in Block 7 of the City of Lompoc, in the City of Lompoc, County of Santa Barbara, State of California, according to the Map thereof recorded in Book 1, Page 45 of Maps and Surveys, in the office of the County Recorder of said County.

Commonly known as 531 North G Street, Lompoc, California 93436

APN: 087-192-004

Exhibit B

Indemnification and Insurance Provisions (For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT E2

County CCP Hermosa Regulatory Agreement

NO FEE DOCUMENT

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

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

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP) HERMOSA LOAN
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

This County CCP Hermosa Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 7th day of January, 2025 by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at 607 E. Hermosa Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to construct one new building (the “Building”) for transitional housing for justice-involved individuals (the “Project”).

D. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “County CCP Loan”), in accordance with the provisions of the County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

E. Two Hundred Forty-One Thousand Dollars (\$241,000) of the County CCP Loan funds comprise the County CCP Hermosa Loan (“County CCP Hermosa Loan”), evidenced by that certain County CCP Hermosa Loan Note of even date herewith (“CCP Hermosa Loan Note”), to

be used by Borrower for construction of the Building in accordance with the CCP Hermosa Loan Note and the County CCP Loan Agreement.

D. As further consideration for the County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the County CCP Loan, the Owner and the Lender hereby agree as follows:

DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement. Some of the following terms are defined in the County CCP Loan Agreement and repeated here for convenience of reference.

1.0 **“COUNTY CCP HERMOSA LOAN”** means the loan of Public Safety Realignment Reserve Funds in the amount of Two Hundred Forty-One Thousand Dollars (\$241,000) made by the Lender to the Owner to finance certain development costs of this Project as part of the County CCP Loan pursuant to the County CCP Loan Agreement and the County CCP Hermosa Loan Note.

“COUNTY CCP LOAN AGREEMENT” means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 **“COUNTY CCP HERMOSA LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 **“COUNTY CCP HERMOSA LOAN DOCUMENTS”** means, collectively, the County CCP Loan Agreement and the County CCP Hermosa Loan Note, and County CCP Hermosa Loan Deed of Trust, as they may be amended, modified, or restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 **“COUNTY CCP HERMOSA LOAN NOTE”** means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of Two Hundred Forty-One Thousand Dollars (\$241,000), evidencing the County CCP Hermosa Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 **“JUSTICE-INVOLVED INDIVIDUAL”** means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 **“CCP-ASSISTED UNIT”** means the Building on the Property after it has been constructed and made available for occupancy.

1.7 **“LENDER”** means the County of Santa Barbara, a political subdivision of the State of California.

1.8 **“OWNER”** means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 **“PROJECT”** means the construction, operation and management of the Property and the Building to be constructed thereon.

1.10 **“PROPERTY”** means that certain real property located at 607 E. Hermosa Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 **“QUALIFYING INDIVIDUAL”** means Justice Involved Individuals who are without natural supports and are ineligible for other types of subsidized housing.

1.12 **“PROJECT COMPLETION DATE”** means the first date as of which a final Certificate of Occupancy has been issued for the Building on the Property by the City of Lompoc.

1.13 **“TERM”** means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

TERM AND COMPLIANCE

COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS. The Owner’s actions with respect to the Property and the use of funds from the County CCP Loan, including, but not limited to the County CCP Hermosa Loan funds, shall at all times be in full conformity with all of the requirements of the County CCP Hermosa Loan Documents, including, but not limited to, the insurance requirements contained therein.

TERM OF AGREEMENT. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants on the Property ("clients") must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by no later than March 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. PROPERTY MANAGEMENT

4.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender's approval Owner's proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this

Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.5 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Household. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenantable condition. All CCP-Assisted Units in the Project must meet the standards set out in

24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.1 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of the Property, this Agreement, or any of Owner's rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

5.2 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach ("Breach Notice") specifying: (a) the nature of the breach, (b) whether, in Lender's sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the County CCP Loan Documents or allowed at law or in equity.

5.3 COUNTERPARTS. This Agreement may be executed by the parties hereto 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.

5.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.5 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control and prevail.

5.8 TIME. Time is of the essence in this Agreement.

5.9 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the approved successors-in-interest, transferees, and assigns of the Owner, and of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the County CCP Hermosa Loan or County CCP Hermosa Loan Note, or any conveyance or transfer of the Property or portion thereof.

5.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.15 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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)

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

That portion of Lot 56 of Mid- City Acres, in the city of Santa Maria, County of Santa Barbara, State of California, according to the map or plat thereof filed in Book 15 of Maps, Page 79, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said lot 56; thence North 89° 37' 44" East 30 feet; thence North 0° 42' 20" East 366 feet; thence North 89° 37' 44" East 65 feet to the true point of beginning; thence North 89°37'44" East 60 feet; thence North 0°42'20" East 125 feet; thence South 89°37'44" West 60 feet; thence South 0°42'20" West 125 feet to the true point of beginning.

APN: 121-125-015

Exhibit B

Indemnification and Insurance Provisions

(For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

C. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT E3

County CCP Elmwood Regulatory Agreement

NO FEE DOCUMENT

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

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

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), ELMWOOD LOAN
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

This County CCP Elmwood Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 7th day of January, 2025, by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at 1933 Elmwood Drive, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to construct one new building (the “Building”) for transitional housing for justice-involved individuals (the “Project”).

F. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “County CCP Loan”), in accordance with the provisions of the County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

G. Four Hundred Fourteen Thousand Dollars (\$414,000) of the County CCP Loan funds comprise the County CCP Elmwood Loan (“County CCP Elmwood Loan”), evidenced by that certain County CCP Elmwood Loan Note of even date herewith (“CCP Elmwood Loan Note”),

to be used by Borrower for construction of the Building in accordance with the CCP Elmwood Loan Note and the County CCP Loan Agreement.

D. As further consideration for the County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the County CCP Loan, the Owner and the Lender hereby agree as follows:

DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement. Some of the following terms are defined in the County CCP Loan Agreement and repeated here for convenience of reference.

1.0 **“COUNTY CCP ELMWOOD LOAN”** means the loan of Public Safety Realignment Reserve Funds in the amount of Four Hundred Fourteen Thousand Dollars (\$414,000) made by the Lender to the Owner to finance certain development costs of this Project as part of the County CCP Loan pursuant to the County CCP Loan Agreement and the County CCP Elmwood Loan Note.

“COUNTY CCP LOAN AGREEMENT” means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 **“COUNTY CCP ELMWOOD LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Elmwood Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 **“COUNTY CCP ELMWOOD LOAN DOCUMENTS”** means, collectively, the County CCP Loan Agreement and the County CCP Elmwood Loan Note, and County CCP Elmwood Loan Deed of Trust, as they may be amended, modified, or restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 **“COUNTY CCP ELMWOOD LOAN NOTE”** means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of Four Hundred Fourteen Thousand Dollars (\$414,000), evidencing the County CCP Elmwood Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 **“JUSTICE-INVOLVED INDIVIDUAL”** means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 **“CCP-ASSISTED UNIT”** means the Building on the Property after it has been constructed and made available for occupancy.

1.7 **“LENDER”** means the County of Santa Barbara, a political subdivision of the State of California.

1.8 **“OWNER”** means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 **“PROJECT”** means the construction, operation and management of the Property and the Building to be constructed thereon.

1.10 **“PROPERTY”** means that certain real property located at 1933 Elmwood Drive, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 **“QUALIFYING INDIVIDUAL”** means Justice Involved Individuals who are without natural supports and are ineligible for other types of subsidized housing.

1.12 **“PROJECT COMPLETION DATE”** means the first date as of which a final Certificate of Occupancy has been issued for the Building on the Property by the City of Lompoc.

1.13 **“TERM”** means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

TERM AND COMPLIANCE

COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS. The Owner’s actions with respect to the Property and the use of funds from the County CCP Loan, including, but not limited to the County CCP Elmwood Loan funds, shall at all times be in full conformity with all of the requirements of the County CCP Elmwood Loan Documents, including, but not limited to, the insurance requirements contained therein.

TERM OF AGREEMENT. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants on the Property ("clients") must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by no later than March 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. PROPERTY MANAGEMENT

4.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender's approval Owner's proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.5 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Household. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenantable condition. All CCP-Assisted Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.1 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of the Property, this Agreement, or any of Owner's rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

5.2 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach ("Breach Notice") specifying: (a) the nature of the breach, (b) whether, in Lender's sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the County CCP Loan Documents or allowed at law or in equity.

5.3 COUNTERPARTS. This Agreement may be executed by the parties hereto 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.

5.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.5 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control and prevail.

5.8 TIME. Time is of the essence in this Agreement.

5.9 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the approved

successors-in-interest, transferees, and assigns of the Owner, and of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the County CCP Elmwood Loan or County CCP Elmwood Loan Note, or any conveyance or transfer of the Property or portion thereof.

5.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.15 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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)

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

Lot 282 of Track No. 10011, Unit No. 2, Tanglewood, in the County of Santa Barbara, State of California, as per map thereof recorded in Book 52 Pages 42 to 45, inclusive, o Maps, in the office of the County Recorder of Santa Barbara County.

Excepting therefrom all coal, lignite, asphaltum, brea, petroleum, bitumen, mineral oil, natural gas and all other hydrocarbon substances in and under said land below a depth of 500 feet from the present surface of said land, without, however, the right of entry upon the surface of said land or 500 feet below the present surface of said land.

Assessor's Parcel No: 111-176-014

Exhibit B

Indemnification and Insurance Provisions

(For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

E. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

F. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay

losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT E4

County CCP Lincoln Regulatory Agreement

NO FEE DOCUMENT

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

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

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP) LINCOLN LOAN
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

This County CCP Lincoln Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 7th of January, 2025, by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at 1404 N. Lincoln Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to construct one new building (the “Building”) for transitional housing for justice-involved individuals (the “Project”).

H. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “County CCP Loan”), in accordance with the provisions of the County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

I. One Hundred Thirty-Six Thousand Dollars (\$136,000) of the County CCP Loan funds comprise the County CCP Lincoln Loan (“County CCP Lincoln Loan”), evidenced by that certain County CCP Lincoln Loan Note of even date herewith (“CCP Lincoln Loan Note”), to be

used by Borrower for construction of the Building in accordance with the CCP Lincoln Loan Note and the County CCP Loan Agreement.

D. As further consideration for the County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the County CCP Loan, the Owner and the Lender hereby agree as follows:

DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement. Some of the following terms are defined in the County CCP Loan Agreement and repeated here for convenience of reference.

1.0 **“COUNTY CCP LINCOLN LOAN”** means the loan of Public Safety Realignment Reserve Funds in the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000) made by the Lender to the Owner to finance certain development costs of this Project as part of the County CCP Loan pursuant to the County CCP Loan Agreement and the County CCP Lincoln Loan Note.

“COUNTY CCP LOAN AGREEMENT” means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 **“COUNTY CCP LINCOLN LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 **“COUNTY CCP LINCOLN LOAN DOCUMENTS”** means, collectively, the County CCP Loan Agreement and the County CCP Lincoln Loan Note, and CCP Lincoln Loan Deed of Trust, as they may be amended, modified, or restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 **“COUNTY CCP LINCOLN LOAN NOTE”** means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000), evidencing the County CCP Lincoln Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 **“JUSTICE-INVOLVED INDIVIDUAL”** means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 **“CCP-ASSISTED UNIT”** means the Building on the Property after it has been constructed and made available for occupancy.

1.7 **“LENDER”** means the County of Santa Barbara, a political subdivision of the State of California.

1.8 **“OWNER”** means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 **“PROJECT”** means the construction, operation and management of the Property and the Building to be constructed thereon.

1.10 **“PROPERTY”** means that certain real property located at 1404 N. Lincoln Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 **“QUALIFYING INDIVIDUAL”** means Justice Involved Individuals who are without natural supports and are ineligible for other types of subsidized housing.

1.12 **“PROJECT COMPLETION DATE”** means the first date as of which a final Certificate of Occupancy has been issued for the Building on the Property by the City of Santa Maria.

1.13 **“TERM”** means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

TERM AND COMPLIANCE

COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS. The Owner’s actions with respect to the Property and the use of funds from the County CCP Loan, including, but not limited to the County CCP Lincoln Loan funds, shall at all times be in full conformity with all of the requirements of the County CCP Lincoln Loan Documents, including, but not limited to, the insurance requirements contained therein..

TERM OF AGREEMENT. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants on the Property ("clients") must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by no later than March 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. PROPERTY MANAGEMENT

4.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender's approval Owner's proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.5 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Household. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenable condition. All CCP-Assisted Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.1 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of the Property, this Agreement, or any of Owner's rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

5.2 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach ("Breach Notice") specifying: (a) the nature of the breach, (b) whether, in Lender's sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the County CCP Loan Documents or allowed at law or in equity.

5.3 COUNTERPARTS. This Agreement may be executed by the parties hereto 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.

5.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.5 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control and prevail.

5.8 TIME. Time is of the essence in this Agreement.

5.9 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the approved

successors-in-interest, transferees, and assigns of the Owner, and of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the County CCP Lincoln Loan or County CCP Lincoln Loan Note, or any conveyance or transfer of the Property or portion thereof.

5.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.15 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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)

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

The following described real property in the County of Santa Barbara, State of California:
Lot 8 of Block 4 of Edrington' Addition in the City of Santa Maria, County of Santa Barbara,
State of California, as per map recorded in Book 9, Page 7 of Maps and Surveys, in the Office of
the County Recorder of said County.

Assessor's Parcel No. 119-004-006

Exhibit B

Indemnification and Insurance Provisions

(For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

G. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher

limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

H. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT F

Standard Indemnifications and Insurance Requirements

(For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

I. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

J. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT G1

County CCP Lompoc Deed of Trust

NO FEE DOCUMENT

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

County of Santa Barbara
Housing and Community Development
123 E. Anapamu Street, 2nd floor
Santa Barbara, CA 93101
Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), LOMPOC LOAN
DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS COUNTY CCP LOMPOC LOAN DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("County CCP Lompoc Loan Deed of Trust") is made as of January 7, 2025, by Good Samaritan Shelter, a California nonprofit public benefit corporation whose address 245 E. Inger St., Suite 103B, Santa Maria, California, 93454 ("Borrower" or "Trustor") to Fidelity National Title, as trustee ("Trustee") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Beneficiary").

GRANT IN TRUST

GRANT. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in that certain real property located at 531 N. G Street, Lompoc, California (the "Property"), as more particularly described in the attached Exhibit A, incorporated herein by this reference;

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor

shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased in whole or in part with CCP Loan Funds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all Revenue, including rents and income generated by or derived from the Property or improvements thereon (subject however to the assignment of rents to Beneficiary contained herein); all leases, subleases, rental agreements and licenses covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, payments, and receivables of similar nature with respect to such leases, subleases, rental agreements and licenses; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any streets, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, bonds, warranties, guarantees and sureties, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible Property and rights relating to the Property or operations on the Property, including copyrights, patents, trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction of the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction or improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations of Trustor:

A. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of Four Hundred Thirty-Seven Thousand Dollars (\$437,000) with interest thereon, evidenced by the County CCP Lompoc Loan Promissory Note of even date herewith executed by Trustor, in the amount of \$437,000 (the "County CCP Lompoc Loan Note"), on file at the offices of Beneficiary and hereby incorporated by reference into this County CCP Lompoc Loan Deed of Trust, or as much as has been disbursed to Trustor therewith; and

B. Payment of any sums advanced by Beneficiary to protect the Security and priority of this County CCP Lompoc Loan Deed of Trust; and

C. Payment of any sums advanced by Beneficiary following a breach of Trustor's obligation for payment of said sums, such as Trustor's obligation to pay fees, assessments, taxes, charges, and levies imposed by any public authority or utility company and/or Trustor's obligation to pay any sums payable under the County CCP Lompoc Loan Note and the expiration of any applicable cure period, with interest thereon as provided herein; and

D. Performance of every obligation, covenant or agreement of Trustor contained in this County CCP Lompoc Loan Deed of Trust, the County CCP Lompoc Loan Note, and the County CCP Loan Agreement executed between Trustor and Beneficiary on file at the offices of Beneficiary and hereby incorporated into this County CCP Lompoc Loan Deed of Trust by this reference ("County CCP Loan Agreement"), and the County CCP Lompoc Loan Regulatory Agreement executed between Trustor and Beneficiary of even date herewith with respect to the Property ("County CCP Lompoc Loan Regulatory Agreement"), including all modifications, extensions and renewals of these obligations; and

E. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this County CCP Lompoc Loan Deed of Trust; and

F. Performance of any obligations of Trustor in any other agreements with respect to financing of development of the Property or the Security, the failure to perform the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

ASSIGNMENT. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the Revenue, rents, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided, however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the County documents described in Section 2.D. above (collectively, the "County CCP Lompoc Loan Documents"). This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this County CCP Lompoc Loan Deed of Trust.

ENFORCEMENT. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the County CCP Loan Agreement or Note and or Regulatory Agreement pursuant to County CCP Lompoc Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, this

County CCP Lompoc Loan Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the Project Related Costs, costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this County CCP Lompoc Loan Deed of Trust, all in such order as Beneficiary may determine, (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the plans and specifications approved under the County CCP Loan Agreement or any modifications to the plans and specifications or the development of the Security that Beneficiary in its sole discretion believes is appropriate, and/or (d) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property by the County CCP Lompoc Loan Regulatory Agreement.

APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

NO WAIVER OF POWER OF SALE. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any Event of Default or notice of default hereunder or under any of the County CCP Loan Documents or invalidate any act done by Beneficiary, Beneficiary's agents or a receiver in response to such Event of Default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this County CCP Lompoc Loan Deed of Trust, in the County CCP Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

GRANT. This County CCP Lompoc Loan Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the California Commercial Code, and Trustor hereby grants Beneficiary a security interest in the Security. Beneficiary may file a copy of this County CCP Lompoc Loan Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to the Security. Trustor shall pay all costs of filing such

financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in the Security. This County CCP Lompoc Loan Deed of Trust constitutes a fixture filing under Division 9 of the California Commercial Code.

REMEDIES. Upon Trustor's breach of any obligation or agreement in the County CCP Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the California Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this County CCP Lompoc Loan Deed of Trust or County CCP Loan Documents. Beneficiary may proceed against the Security specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

PERFORMANCE OF SECURED OBLIGATION. Trustor shall promptly perform each obligation secured by this County CCP Lompoc Loan Deed of Trust in accordance with the County CCP Loan Documents.

PAYMENT OF PRINCIPAL AND INTEREST. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the County CCP Lompoc Loan Note.

MAINTENANCE OF THE SECURITY. Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violation of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit intentional waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this County CCP Lompoc Loan Deed of Trust or the County CCP Loan Documents, and after any applicable cure periods, Beneficiary may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the County CCP Lompoc Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Lompoc Loan Deed of Trust.

INSPECTION OF THE SECURITY. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

LIENS, ENCUMBRANCES, AND CHARGES. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this County CCP Lompoc Loan Deed of Trust, as provided for in the County CCP Loan Agreement.

DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

SUITS TO PROTECT THE SECURITY. Beneficiary shall have all rights, power and authority to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or Rents or prejudice to any interest or right of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain or enjoin the enforcement of or compliance with any governmental legislation, regulation, or order if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or Rents or be prejudicial to any interest or right of Beneficiary.

DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to or destruction of the Security. If any Security is damaged or destroyed, Trustor shall, at its cost and expense, repair or restore said Security consistent with the original plans and specifications. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

TITLE. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the CCP Lompoc Promissory Loan Document, County CCP Loan Agreement, County CCP Lompoc Loan Deed of Trust and County CCP Lompoc Loan Regulatory Agreement approved by Beneficiary.

GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

TAXES AND LEVIES. Trustor shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Trustor shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Beneficiary, Trustor deposits with Beneficiary any funds or other forms of assurance Beneficiary in good faith from time to time determines appropriate to protect Beneficiary from the consequences of the contest being unsuccessful.

INSURANCE. Trustor shall provide such insurance as required under the County CCP Loan Documents. In the event Trustor fails to maintain the full insurance coverage required by this County CCP Lompoc Loan Deed of Trust and the County CCP Loan Documents, Beneficiary, after at least seven business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the County CCP Lompoc Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Lompoc Loan Deed of Trust.

CONDEMNATION. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Condemnation Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the Funds so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose in Beneficiary's sole discretion. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any Event of Default under this County CCP Lompoc Loan Deed of Trust or the County CCP Loan Documents.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild repair or restore the Security and to use all available Funds therefor, provided that (a) such Funds are sufficient to keep the all loans encumbering the Property in balance and rebuild repair or restore the Security in a manner that provides adequate security to Beneficiary for repayment of the CCP Loan or, if such Funds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Beneficiary shall have the right to approve plans and specifications for any rebuild, repair or restoration and the right to require that disbursement of insurance proceeds and Funds for rebuilding repairing or restoring be placed in a construction escrow or similar arrangement subject to Beneficiary's approval; and (c) no Event of Default then exists under the County CCP Loan Documents other than any default which is a direct result of the condemnation.

RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the County CCP Loan and associated documents. Upon written request of Beneficiary stating that all obligations set forth in the County CCP Loan Agreement and associated documents have been met and upon surrender of this County CCP Lompoc Loan Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

EVENTS OF DEFAULT. Any of the events listed in the County CCP Loan Agreement as an Event of Default shall also constitute an Event of Default under this County CCP Lompoc Loan Deed of Trust. A cure of any default made or tendered by Owner accepted or rejected on the same basis as if made or tendered by Trustor.

ACCELERATION OF MATURITY. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the County CCP Lompoc Loan Note and this County CCP Lompoc Loan Deed of Trust immediately due and payable.

BENEFICIARY'S REMEDIES. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, the County CCP Lompoc Loan Note, or applicable law, proceed with any or all of the following remedies:

A. Enforce the assignment of Rents and right to possession as provided for in this County CCP Lompoc Loan Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

B. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court;

C. Advance any amount necessary to cure any monetary Event of Default under this County CCP Lompoc Loan Deed of Trust, the County CCP Loan Agreement, or the County CCP Lompoc Loan Note;

D. Commence an action to foreclose this County CCP Lompoc Loan Deed of Trust pursuant to California Code of Civil Procedure Section 725a et seq., as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

E. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; and/or

F. Pursue any other rights and remedies allowed at law or in equity.

FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this County CCP Lompoc Loan Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this County CCP Lompoc Loan Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the County CCP Lompoc Loan Note are immediately due and payable), and such

receipts and evidence of any advances made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this County CCP Lompoc Loan Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash or credit in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the Security so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this County CCP Lompoc Loan Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this County CCP Lompoc Loan Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

GOVERNING LAW. This County CCP Lompoc Loan Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this County CCP Loan Deed of Trust shall not be unreasonably withheld.

TIME. Time is of the essence in this County CCP Lompoc Loan Deed of Trust.

NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, Room 201
Santa Barbara, CA 93101

BORROWER: GOOD SAMARITAN SHELTER
245 E. Inger St., Suite 103B,
Santa Maria, California, 93454
Attn: Executive Director

With copy to: Mullen and Henzel, LLP
12 East Victoria Street
Santa Barbara, CA 93101
Attn: Graham Lyons, Esq.

BINDING UPON SUCCESSORS. All provisions of this County CCP Lompoc Loan Deed of Trust shall be binding upon the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, and shall inure to the benefit of Beneficiary.

WAIVER. No waiver by Beneficiary of any obligation of Trustor hereunder shall be effective unless in writing signed by a duly authorized officer of Beneficiary. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or Event of Default of Trustor or to pursue any remedy allowed under the County CCP Lompoc Loan Deed of Trust, the County CCP Loan Documents or applicable law. Any extension of time granted to Trustor to perform any obligation under this County CCP Lompoc Loan Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this County CCP Lompoc Loan Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modification of this County CCP Lompoc Loan Deed of Trust shall be effective unless in writing duly executed by a duly authorized officer of each of Beneficiary and Trustor, and approved by the Santa Barbara County Board of Supervisors on behalf of Beneficiary.

LOAN AGREEMENT CONTROLS. If there is any contradiction between this County CCP Lompoc Loan Deed of Trust and the County CCP Loan Agreement, the terms of the County CCP Loan Agreement shall control, except that Trustor shall have no defense or claim that this County CCP Lompoc Loan Deed of Trust does not establish a valid lien on the Property or the Security.

DEFINITIONS. Capitalized terms not otherwise defined in this County CCP Lompoc Loan Deed of Trust shall have the same meaning as defined terms in the County CCP Loan Agreement.

PROOFS OF CLAIM. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

SEVERABILITY. Every provision of this County CCP Lompoc Loan Deed of Trust is intended to be severable. If any term or provision of this County CCP Lompoc Loan Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this County CCP Lompoc Loan Deed of Trust is invalid or unenforceable as to any part of the Trustor's indebtedness or the Trustor's obligations secured thereby, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the Trustor's indebtedness and all payments made on the indebtedness (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the indebtedness which is not secured or partially secured by the lien of this County CCP Lompoc Loan Deed of Trust.

SUBSTITUTION OF TRUSTEES. Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

ACCEPTANCE BY TRUSTEE. Trustee accepts this trust when this County CCP Lompoc Loan Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this County CCP Lompoc Loan Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

[THIS SECTION INTENTIONALLY LEFT BLANK]

NONRECOURSE.

Except as expressly provided in the second paragraph of this Section 4.4, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the

County CCP Lompoc Loan Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the County CCP Lompoc Loan Note shall be to the property securing the indebtedness evidenced by this County CCP Lompoc Deed of Trust. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the County CCP Lompoc Loan Note of all the rights and remedies of the Beneficiary, or (ii) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the County CCP Lompoc Loan Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The limitation of liability set forth in Section 44.A, above, shall not relieve the Trustor of personal liability for all losses, claims, expenses, or other costs or liabilities incurred by Beneficiary arising out of, relating to, or attributable to, in whole or in part, any of the following: (i) fraud, or misrepresentation, or failure to disclose a material fact by Trustor, or any officer, director, employee, affiliate, or agent of Trustor; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the County CCP Lompoc Loan Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Trustor other than in accordance with the County CCP Lompoc Loan Deed of Trust; (iv) the misapplication or misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain, (v) damage, loss or destruction to any portion of the Property arising out of any waste, gross negligence, or willful misconduct, or criminal act(s) by or on behalf of Trustor or any officer, director, employee, affiliate, or agent of Trustor; (vi) the Trustor's indemnification obligations under the County CCP Loan Agreement; (vii) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods; (viii) Trustor's failure to pay any charges or amounts, including, without limitation, charges for work, labor, or materials, which create a lien on all or any portion of the Property; or (ix) Trustor's failure to obtain and maintain insurance policies in accordance with the County CCP Loan Agreement.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Trustor has executed this County CCP Loan Deed of Trust as of the day and year first above written.

TRUSTOR:

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By: _____
Sylvia Barnard, Executive Director

[TRUSTOR'S SIGNATURE MUST BE ACKNOWLEDGED]

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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 of the Property

All that Real Property situated in the City of Lompoc, County of Santa Barbara, State of California, legally described as follows:

Lot 5 and 6 in Block 7 of the City of Lompoc, in the City of Lompoc, County of Santa Barbara, State of California, according to the Map thereof recorded in Book 1, Page 45 of Maps and Surveys, in the office of the County Recorder of said County.

Commonly known as 531 North G Street, Lompoc, California 93436

APN: 087-192-004

EXHIBIT G2

County CCP Hermosa Deed of Trust

NO FEE DOCUMENT

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

County of Santa Barbara
Housing and Community Development
123 E. Anapamu Street, 2nd floor
Santa Barbara, CA 93101
Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), HERMOSA LOAN
DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS COUNTY CCP HERMOSA LOAN DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("County CCP Hermosa Loan Deed of Trust") is made as of January 7, 2025, by Good Samaritan Shelter, a California nonprofit public benefit corporation whose address 245 E. Inger St., Suite 103B, Santa Maria, California, 93454 ("Borrower" or "Trustor") to Fidelity National Title, as trustee ("Trustee") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Beneficiary").

GRANT IN TRUST

GRANT. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in that certain real property located at 607 E. Hermosa Street, Santa Maria, California (the "Property"), as more particularly described in the attached Exhibit A, incorporated herein by this reference;

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor

shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased in whole or in part with CCP Loan Funds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all Revenue, including rents and income generated by or derived from the Property or improvements thereon (subject however to the assignment of rents to Beneficiary contained herein); all leases, subleases, rental agreements and licenses covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, payments, and receivables of similar nature with respect to such leases, subleases, rental agreements and licenses; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any streets, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, bonds, warranties, guarantees and sureties, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible Property and rights relating to the Property or operations on the Property, including copyrights, patents, trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction of the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction or improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations of Trustor:

G. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of Two Hundred Forty-One Thousand Dollars (\$241,000) with interest thereon, evidenced by the County CCP Hermosa Loan Promissory Note of even date herewith executed by Trustor, in the amount of \$241,000 (the "County CCP Hermosa Loan Note"), on file at the offices of Beneficiary and hereby incorporated by reference into this County CCP Hermosa Loan Deed of Trust, or as much as has been disbursed to Trustor therewith; and

H. Payment of any sums advanced by Beneficiary to protect the Security and priority of this County CCP Hermosa Loan Deed of Trust; and

I. Payment of any sums advanced by Beneficiary following a breach of Trustor's obligation for payment of said sums, such as Trustor's obligation to pay fees, assessments, taxes, charges, and levies imposed by any public authority or utility company and/or Trustor's obligation to pay any sums payable under the County CCP Hermosa Loan Note and the expiration of any applicable cure period, with interest thereon as provided herein; and

J. Performance of every obligation, covenant or agreement of Trustor contained in this County CCP Hermosa Loan Deed of Trust, the County CCP Hermosa Loan Note, and the County CCP Loan Agreement executed between Trustor and Beneficiary on file at the offices of Beneficiary and hereby incorporated into this County CCP Hermosa Loan Deed of Trust by this reference ("County CCP Loan Agreement"), and the County CCP Hermosa Loan Regulatory Agreement executed between Trustor and Beneficiary of even date herewith with respect to the Property ("County CCP Hermosa Loan Regulatory Agreement"), including all modifications, extensions and renewals of these obligations; and

K. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this County CCP Hermosa Loan Deed of Trust; and

L. Performance of any obligations of Trustor in any other agreements with respect to financing of development of the Property or the Security, the failure to perform the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

ASSIGNMENT. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the Revenue, rents, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided, however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the County documents described in Section 2.D. above (collectively, the "County CCP Hermosa Loan Documents"). This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this County CCP Hermosa Loan Deed of Trust.

ENFORCEMENT. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the County CCP Loan Agreement or Note and or Regulatory Agreement pursuant to County CCP Hermosa Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, this

County CCP Hermosa Loan Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the Project Related Costs, costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this County CCP Hermosa Loan Deed of Trust, all in such order as Beneficiary may determine, (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the plans and specifications approved under the County CCP Loan Agreement or any modifications to the plans and specifications or the development of the Security that Beneficiary in its sole discretion believes is appropriate, and/or (d) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property by the County CCP Hermosa Loan Regulatory Agreement.

APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

NO WAIVER OF POWER OF SALE. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any Event of Default or notice of default hereunder or under any of the County CCP Loan Documents or invalidate any act done by Beneficiary, Beneficiary's agents or a receiver in response to such Event of Default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this County CCP Hermosa Loan Deed of Trust, in the County CCP Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

GRANT. This County CCP Hermosa Loan Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the California Commercial Code, and Trustor hereby grants Beneficiary a security interest in the Security. Beneficiary may file a copy of this County CCP Hermosa Loan Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to the Security. Trustor shall pay all costs of filing such

financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in the Security. This County CCP Hermosa Loan Deed of Trust constitutes a fixture filing under Division 9 of the California Commercial Code.

REMEDIES. Upon Trustor's breach of any obligation or agreement in the County CCP Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the California Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this County CCP Hermosa Loan Deed of Trust or County CCP Loan Documents. Beneficiary may proceed against the Security specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

PERFORMANCE OF SECURED OBLIGATION. Trustor shall promptly perform each obligation secured by this County CCP Hermosa Loan Deed of Trust in accordance with the County CCP Loan Documents.

PAYMENT OF PRINCIPAL AND INTEREST. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the County CCP Hermosa Loan Note.

MAINTENANCE OF THE SECURITY. Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violation of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit intentional waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this County CCP Hermosa Loan Deed of Trust or the County CCP Loan Documents, and after any applicable cure periods, Beneficiary may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the County CCP Hermosa Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Hermosa Loan Deed of Trust.

INSPECTION OF THE SECURITY. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

LIENS, ENCUMBRANCES, AND CHARGES. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this County CCP Hermosa Loan Deed of Trust, as provided for in the County CCP Loan Agreement.

DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

SUITS TO PROTECT THE SECURITY. Beneficiary shall have all rights, power and authority to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or Rents or prejudice to any interest or right of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain or enjoin the enforcement of or compliance with any governmental legislation, regulation, or order if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or Rents or be prejudicial to any interest or right of Beneficiary.

DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to or destruction of the Security. If any Security is damaged or destroyed, Trustor shall, at its cost and expense, repair or restore said Security consistent with the original plans and specifications. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

TITLE. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the CCP Hermosa Promissory Loan Document, County CCP Loan Agreement, County CCP Hermosa Loan Deed of Trust and County CCP Hermosa Loan Regulatory Agreement approved by Beneficiary.

GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

TAXES AND LEVIES. Trustor shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Trustor shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Beneficiary, Trustor deposits with Beneficiary any funds or other forms of assurance Beneficiary in good faith from time to time determines appropriate to protect Beneficiary from the consequences of the contest being unsuccessful.

INSURANCE. Trustor shall provide such insurance as required under the County CCP Loan Documents. In the event Trustor fails to maintain the full insurance coverage required by this County CCP Hermosa Loan Deed of Trust and the County CCP Loan Documents, Beneficiary, after at least seven business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the County CCP Hermosa Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Hermosa Loan Deed of Trust.

CONDEMNATION. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Condemnation Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the Funds so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose in Beneficiary's sole discretion. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any Event of Default under this County CCP Hermosa Loan Deed of Trust or the County CCP Loan Documents.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild repair or restore the Security and to use all available Funds therefor, provided that (a) such Funds are sufficient to keep the all loans encumbering the Property in balance and rebuild repair or restore the Security in a manner that provides adequate security to Beneficiary for repayment of the CCP Loan or, if such Funds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Beneficiary shall have the right to approve plans and specifications for any rebuild, repair or restoration and the right to require that disbursement of insurance proceeds and Funds for rebuilding repairing or restoring be placed in a construction escrow or similar arrangement subject to Beneficiary's approval; and (c) no Event of Default then exists under the County CCP Loan Documents other than any default which is a direct result of the condemnation.

RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the CCP Loan and associated documents. Upon written request of Beneficiary stating that all obligations set forth in the County CCP Loan Agreement and associated documents have been met and upon surrender of this County CCP Hermosa Loan Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

EVENTS OF DEFAULT. Any of the events listed in the County CCP Loan Agreement as an Event of Default shall also constitute an Event of Default under this County CCP Hermosa Loan Deed of Trust. A cure of any default made or tendered by Owner accepted or rejected on the same basis as if made or tendered by Trustor.

ACCELERATION OF MATURITY. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the County CCP Hermosa Loan Note and this County CCP Hermosa Loan Deed of Trust immediately due and payable.

BENEFICIARY'S REMEDIES. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, the County CCP Hermosa Loan Note, or applicable law, proceed with any or all of the following remedies:

G. Enforce the assignment of Rents and right to possession as provided for in this County CCP Hermosa Loan Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

H. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court;

I. Advance any amount necessary to cure any monetary Event of Default under this County CCP Hermosa Loan Deed of Trust, the County CCP Loan Agreement, or the County CCP Hermosa Loan Note;

J. Commence an action to foreclose this County CCP Hermosa Loan Deed of Trust pursuant to California Code of Civil Procedure Section 725a et seq., as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

K. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; and/or

L. Pursue any other rights and remedies allowed at law or in equity.

FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this County CCP Hermosa Loan Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this County CCP Hermosa Loan Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the County CCP Hermosa Loan Note are immediately due and payable), and such receipts and evidence of any advances made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this County CCP Hermosa Loan Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash or credit in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the Security so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this County CCP Hermosa Loan Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this County CCP Hermosa Loan Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

GOVERNING LAW. This County CCP Hermosa Loan Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this County CCP Hermosa Loan Deed of Trust shall not be unreasonably withheld.

TIME. Time is of the essence in this County CCP Hermosa Loan Deed of Trust.

NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, Room 201
Santa Barbara, CA 93101

BORROWER: GOOD SAMARITAN SHELTER
245 E. Inger St., Suite 103B,
Santa Maria, California, 93454
Attn: Executive Director

With copy to: Mullen and Henzel, LLP
12 East Victoria Street
Santa Barbara, CA 93101
Attn: Graham Lyons, Esq.

BINDING UPON SUCCESSORS. All provisions of this County CCP Hermosa Loan Deed of Trust shall be binding upon the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, and shall inure to the benefit of Beneficiary.

WAIVER. No waiver by Beneficiary of any obligation of Trustor hereunder shall be effective unless in writing signed by a duly authorized officer of Beneficiary. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or Event of Default of Trustor or to pursue any remedy allowed under the County CCP Hermosa Loan Deed of Trust, the County CCP Loan Documents or applicable law. Any extension of time granted to Trustor to perform any obligation under this County CCP Hermosa Loan Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this County CCP Hermosa Loan Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modification of this County CCP Hermosa Loan Deed of Trust shall be effective unless in writing duly executed by a duly authorized officer of each of Beneficiary and Trustor, and approved by the Santa Barbara County Board of Supervisors on behalf of Beneficiary.

LOAN AGREEMENT CONTROLS. If there is any contradiction between this County CCP Hermosa Loan Deed of Trust and the County CCP Loan Agreement, the terms of the County CCP Loan Agreement shall control, except that Trustor shall have no defense or claim that this County CCP Hermosa Loan Deed of Trust does not establish a valid lien on the Property or the Security.

DEFINITIONS. Capitalized terms not otherwise defined in this County CCP Hermosa Loan Deed of Trust shall have the same meaning as defined terms in the County CCP Loan Agreement.

PROOFS OF CLAIM. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

SEVERABILITY. Every provision of this County CCP Hermosa Loan Deed of Trust is intended to be severable. If any term or provision of this County CCP Hermosa Loan Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this County CCP Hermosa Loan Deed of Trust is invalid or unenforceable as to any part of the Trustor's indebtedness or the Trustor's obligations secured thereby, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the Trustor's indebtedness and all payments made on the indebtedness (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the indebtedness which is not secured or partially secured by the lien of this County CCP Hermosa Loan Deed of Trust.

SUBSTITUTION OF TRUSTEES. Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

ACCEPTANCE BY TRUSTEE. Trustee accepts this trust when this County CCP Hermosa Loan Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this County CCP Hermosa Loan Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

[THIS SECTION INTENTIONALLY LEFT BLANK]

NONRECOURSE.

Except as expressly provided in the second paragraph of this Section 4.4, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the

County CCP Hermosa Loan Promissory Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the County CCP Hermosa Loan Promissory Note shall be to the property securing the indebtedness evidenced by this County CCP Hermosa Deed of Trust. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the County CCP Hermosa Loan Promissory Note of all the rights and remedies of the Beneficiary, or (ii) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the County CCP Hermosa Loan Promissory Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The limitation of liability set forth in Section 44.A, above, shall not relieve the Trustor of personal liability for all losses, claims, expenses, or other costs or liabilities incurred by Beneficiary arising out of, relating to, or attributable to, in whole or in part, any of the following: (i) fraud, or misrepresentation, or failure to disclose a material fact by Trustor, or any officer, director, employee, affiliate, or agent of Trustor; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the County CCP Hermosa Loan Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Trustor other than in accordance with the County CCP Hermosa Loan Deed of Trust; (iv) the misapplication or misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain, (v) damage, loss or destruction to any portion of the Property arising out of any waste, gross negligence, or willful misconduct, or criminal act(s) by or on behalf of Trustor or any officer, director, employee, affiliate, or agent of Trustor; (vi) the Trustor's indemnification obligations under the County CCP Loan Agreement; (vii) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods; (viii) Trustor's failure to pay any charges or amounts, including, without limitation, charges for work, labor, or materials, which create a lien on all or any portion of the Property; or (ix) Trustor's failure to obtain and maintain insurance policies in accordance with the County CCP Loan Agreement.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Trustor has executed this County CCP Loan Deed of Trust as of the day and year first above written.

TRUSTOR:

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By: _____
Sylvia Barnard, Executive Director

[TRUSTOR'S SIGNATURE MUST BE ACKNOWLEDGED]

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

The land referred to herein below is situated in the City of Santa Maria, County of Santa Barbara, State of CA and is described as follows:

That portion of Lot 56 of Mid- City Acres, in the city of Santa Maria, County of Santa Barbara, State of California, according to the map or plat thereof filed in Book 15 of Maps, Page 79, in the office of the County Recorded of said County, described as follows:

Beginning at the Southwest corner of said lot 56; thence North 89° 37' 44" East 30 feet; thence North 0° 42' 20" East 366 feet; thence North 89° 37' 44" East 65 feet to the true point of beginning; thence North 89°37'44" East 60 feet; thence North 0°42'20" East 125 feet; thence South 89°37'44" West 60 feet; thence South 0°42'20" West 125 feet to the true point of beginning.

APN: 121-125-015

EXHIBIT G3

County CCP Elmwood Deed of Trust

NO FEE DOCUMENT

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

County of Santa Barbara
Housing and Community Development
123 E. Anapamu Street, 2nd floor
Santa Barbara, CA 93101
Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), ELMWOOD LOAN
DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS COUNTY CCP ELMWOOD LOAN DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("County CCP Elmwood Loan Deed of Trust") is made as of January 7, 2025, by Good Samaritan Shelter, a California nonprofit public benefit corporation whose address 245 E. Inger St., Suite 103B, Santa Maria, California, 93454 ("Borrower" or "Trustor") to Fidelity National Title, as trustee ("Trustee") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Beneficiary").

GRANT IN TRUST

GRANT. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in that certain real property located at 1933 Elmwood Drive, in Santa Maria, California (the "Property"), as more particularly described in the attached Exhibit A, incorporated herein by this reference;

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor

shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased in whole or in part with CCP Loan Funds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all Revenue, including rents and income generated by or derived from the Property or improvements thereon (subject however to the assignment of rents to Beneficiary contained herein); all leases, subleases, rental agreements and licenses covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, payments, and receivables of similar nature with respect to such leases, subleases, rental agreements and licenses; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any streets, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, bonds, warranties, guarantees and sureties, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible Property and rights relating to the Property or operations on the Property, including copyrights, patents, trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction of the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction or improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations of Trustor:

M. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of Four Hundred Fourteen Thousand Dollars (\$414,000) with interest thereon, evidenced by the County CCP Elmwood Loan Promissory Note of even date herewith executed by Trustor, in the amount of \$414,000 (the "County CCP Elmwood Loan Note"), on file at the offices of Beneficiary and hereby incorporated by reference into this County CCP Elmwood Loan Deed of Trust, or as much as has been disbursed to Trustor therewith; and

N. Payment of any sums advanced by Beneficiary to protect the Security and priority of this County CCP Elmwood Loan Deed of Trust; and

O. Payment of any sums advanced by Beneficiary following a breach of Trustor's obligation for payment of said sums, such as Trustor's obligation to pay fees, assessments, taxes, charges, and levies imposed by any public authority or utility company and/or Trustor's obligation to pay any sums payable under the County CCP Elmwood Loan Note and the expiration of any applicable cure period, with interest thereon as provided herein; and

P. Performance of every obligation, covenant or agreement of Trustor contained in this County CCP Elmwood Loan Deed of Trust, the County CCP Elmwood Loan Note, and the County CCP Loan Agreement executed between Trustor and Beneficiary on file at the offices of Beneficiary and hereby incorporated into this County CCP Elmwood Loan Deed of Trust by this reference ("County CCP Loan Agreement"), and the County CCP Elmwood Loan Regulatory Agreement executed between Trustor and Beneficiary of even date herewith with respect to the Property ("County CCP Elmwood Loan Regulatory Agreement"), including all modifications, extensions and renewals of these obligations; and

Q. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this County CCP Elmwood Loan Deed of Trust; and

R. Performance of any obligations of Trustor in any other agreements with respect to financing of development of the Property or the Security, the failure to perform the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

ASSIGNMENT. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the Revenue, rents, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided, however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the County documents described in Section 2.D. above (collectively, the "County CCP Loan Documents"). This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this County CCP Elmwood Loan Deed of Trust.

ENFORCEMENT. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the County CCP Loan Agreement or Note and or Regulatory Agreement pursuant to County CCP Elmwood Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, this

County CCP Elmwood Loan Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the Project Related Costs, costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this County CCP Elmwood Loan Deed of Trust, all in such order as Beneficiary may determine, (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the plans and specifications approved under the County CCP Loan Agreement or any modifications to the plans and specifications or the development of the Security that Beneficiary in its sole discretion believes is appropriate, and/or (d) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property by the County CCP Elmwood Loan Regulatory Agreement.

APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

NO WAIVER OF POWER OF SALE. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any Event of Default or notice of default hereunder or under any of the County CCP Loan Documents or invalidate any act done by Beneficiary, Beneficiary's agents or a receiver in response to such Event of Default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this County CCP Elmwood Loan Deed of Trust, in the County CCP Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

GRANT. This County CCP Elmwood Loan Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the California Commercial Code, and Trustor hereby grants Beneficiary a security interest in the Security. Beneficiary may file a copy of this County CCP Elmwood Loan Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to the Security. Trustor shall pay all costs of filing such

financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in the Security. This County CCP Elmwood Loan Deed of Trust constitutes a fixture filing under Division 9 of the California Commercial Code.

REMEDIES. Upon Trustor's breach of any obligation or agreement in the County CCP Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the California Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this County CCP Elmwood Loan Deed of Trust or County CCP Loan Documents. Beneficiary may proceed against the Security specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

PERFORMANCE OF SECURED OBLIGATION. Trustor shall promptly perform each obligation secured by this County CCP Elmwood Loan Deed of Trust in accordance with the County CCP Loan Documents.

PAYMENT OF PRINCIPAL AND INTEREST. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the County CCP Elmwood Loan Note.

MAINTENANCE OF THE SECURITY. Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violation of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit intentional waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this County CCP Elmwood Loan Deed of Trust or the County CCP Loan Documents, and after any applicable cure periods, Beneficiary may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the County CCP Elmwood Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Elmwood Loan Deed of Trust.

INSPECTION OF THE SECURITY. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

LIENS, ENCUMBRANCES, AND CHARGES. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this County CCP Elmwood Loan Deed of Trust, as provided for in the County CCP Loan Agreement.

DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

SUITS TO PROTECT THE SECURITY. Beneficiary shall have all rights, power and authority to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or Rents or prejudice to any interest or right of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain or enjoin the enforcement of or compliance with any governmental legislation, regulation, or order if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or Rents or be prejudicial to any interest or right of Beneficiary.

DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to or destruction of the Security. If any Security is damaged or destroyed, Trustor shall, at its cost and expense, repair or restore said Security consistent with the original plans and specifications. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

TITLE. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the CCP Elmwood Promissory Loan Document, County CCP Loan Agreement, County CCP Elmwood Loan Deed of Trust and County CCP Elmwood Loan Regulatory Agreement approved by Beneficiary.

GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

TAXES AND LEVIES. Trustor shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Trustor shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Beneficiary, Trustor deposits with Beneficiary any funds or other forms of assurance Beneficiary in good faith from time to time determines appropriate to protect Beneficiary from the consequences of the contest being unsuccessful.

INSURANCE. Trustor shall provide such insurance as required under the County CCP Loan Documents. In the event Trustor fails to maintain the full insurance coverage required by this County CCP Elmwood Loan Deed of Trust and the County CCP Loan Documents, Beneficiary, after at least seven business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the County CCP Elmwood Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Elmwood Loan Deed of Trust.

CONDEMNATION. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Condemnation Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the Funds so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose in Beneficiary's sole discretion. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any Event of Default under this County CCP Elmwood Loan Deed of Trust or the County CCP Loan Documents.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild repair or restore the Security and to use all available Funds therefor, provided that (a) such Funds are sufficient to keep the all loans encumbering the Property in balance and rebuild repair or restore the Security in a manner that provides adequate security to Beneficiary for repayment of the CCP Loan or, if such Funds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Beneficiary shall have the right to approve plans and specifications for any rebuild, repair or restoration and the right to require that disbursement of insurance proceeds and Funds for rebuilding repairing or restoring be placed in a construction escrow or similar arrangement subject to Beneficiary's approval; and (c) no Event of Default then exists under the County CCP Loan Documents other than any default which is a direct result of the condemnation.

RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the CCP Loan and associated documents. Upon written request of Beneficiary stating that all obligations set forth in the County CCP Loan Agreement and associated documents have been met and upon surrender of this County CCP Elmwood Loan Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

EVENTS OF DEFAULT. Any of the events listed in the County CCP Loan Agreement as an Event of Default shall also constitute an Event of Default under this County CCP Elmwood Loan Deed of Trust. A cure of any default made or tendered by Owner accepted or rejected on the same basis as if made or tendered by Trustor.

ACCELERATION OF MATURITY. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the County CCP Elmwood Loan Note and this County CCP Elmwood Loan Deed of Trust immediately due and payable.

BENEFICIARY'S REMEDIES. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, the County CCP Elmwood Loan Note, or applicable law, proceed with any or all of the following remedies:

M. Enforce the assignment of Rents and right to possession as provided for in this County CCP Elmwood Loan Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

N. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court;

O. Advance any amount necessary to cure any monetary Event of Default under this County CCP Elmwood Loan Deed of Trust, the County CCP Loan Agreement, or the County CCP Elmwood Loan Note;

P. Commence an action to foreclose this County CCP Elmwood Loan Deed of Trust pursuant to California Code of Civil Procedure Section 725a et seq., as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

Q. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; and/or

R. Pursue any other rights and remedies allowed at law or in equity.

FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this County CCP Elmwood Loan Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this County CCP Elmwood Loan Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums

disbursed under the County CCP Elmwood Loan Note are immediately due and payable), and such receipts and evidence of any advances made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this County CCP Elmwood Loan Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash or credit in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the Security so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this County CCP Elmwood Loan Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this County CCP Elmwood Loan Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

GOVERNING LAW. This County CCP Elmwood Loan Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this County CCP Elmwood Loan Deed of Trust shall not be unreasonably withheld.

TIME. Time is of the essence in this County CCP Elmwood Loan Deed of Trust.

NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

LENDER:

County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to:

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

BORROWER:

GOOD SAMARITAN SHELTER
245 E. Inger St., Suite 103B,
Santa Maria, California, 93454
Attn: Executive Director

With copy to:

Mullen and Henzel, LLP
12 East Victoria Street
Santa Barbara, CA 93101
Attn: Graham Lyons, Esq.

BINDING UPON SUCCESSORS. All provisions of this County CCP Elmwood Loan Deed of Trust shall be binding upon the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, and shall inure to the benefit of Beneficiary.

WAIVER. No waiver by Beneficiary of any obligation of Trustor hereunder shall be effective unless in writing signed by a duly authorized officer of Beneficiary. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or Event of Default of Trustor or to pursue any remedy allowed under the County CCP Elmwood Loan Deed of Trust, the County CCP Loan Documents or applicable law. Any extension of time granted to Trustor to perform any obligation under this County CCP Elmwood Loan Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this County CCP Elmwood Loan Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modification of this County CCP Elmwood Loan Deed of Trust shall be effective unless in writing duly executed by a

duly authorized officer of each of Beneficiary and Trustor, and approved by the Santa Barbara County Board of Supervisors on behalf of Beneficiary.

LOAN AGREEMENT CONTROLS. If there is any contradiction between this County CCP Elmwood Loan Deed of Trust and the County CCP Loan Agreement, the terms of the County CCP Loan Agreement shall control, except that Trustor shall have no defense or claim that this County CCP Elmwood Loan Deed of Trust does not establish a valid lien on the Property or the Security.

DEFINITIONS. Capitalized terms not otherwise defined in this County CCP Elmwood Loan Deed of Trust shall have the same meaning as defined terms in the County CCP Loan Agreement.

PROOFS OF CLAIM. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

SEVERABILITY. Every provision of this County CCP Elmwood Loan Deed of Trust is intended to be severable. If any term or provision of this County CCP Elmwood Loan Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this County CCP Elmwood Loan Deed of Trust is invalid or unenforceable as to any part of the Trustor's indebtedness or the Trustor's obligations secured thereby, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the Trustor's indebtedness and all payments made on the indebtedness (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the indebtedness which is not secured or partially secured by the lien of this County CCP Elmwood Loan Deed of Trust.

SUBSTITUTION OF TRUSTEES. Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

ACCEPTANCE BY TRUSTEE. Trustee accepts this trust when this County CCP Elmwood Loan Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this County CCP Elmwood Loan Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

[THIS SECTION INTENTIONALLY LEFT BLANK]

NONRECOURSE.

Except as expressly provided in the second paragraph of this Section 4.4, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the County CCP Elmwood Loan Promissory Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the County CCP Elmwood Loan Promissory Note shall be to the property securing the indebtedness evidenced by this County CCP Elmwood Deed of Trust. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the County CCP Elmwood Loan Promissory Note of all the rights and remedies of the Beneficiary, or (ii) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the County CCP Elmwood Loan Promissory Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The limitation of liability set forth in Section 44.A, above, shall not relieve the Trustor of personal liability for all losses, claims, expenses, or other costs or liabilities incurred by Beneficiary arising out of, relating to, or attributable to, in whole or in part, any of the following: (i) fraud, or misrepresentation, or failure to disclose a material fact by Trustor, or any officer, director, employee, affiliate, or agent of Trustor; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the County CCP Elmwood Loan Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Trustor other than in accordance with the County CCP Elmwood Loan Deed of Trust; (iv) the misapplication or misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain, (v) damage, loss or destruction to any portion of the Property arising out of any waste, gross negligence, or willful misconduct, or criminal act(s) by or on behalf of Trustor or any officer, director, employee, affiliate, or agent of Trustor; (vi) the Trustor's indemnification obligations under the County CCP Loan Agreement; (vii) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods; (viii) Trustor's failure to pay any charges or amounts, including, without limitation, charges for work, labor, or materials, which create a lien on all or any portion of the Property; or (ix) Trustor's failure to obtain and maintain insurance policies in accordance with the County CCP Loan Agreement.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Trustor has executed this County CCP Loan Deed of Trust as of the day and year first above written.

TRUSTOR:

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By: _____
Sylvia Barnard, Executive Director

[TRUSTOR'S SIGNATURE MUST BE ACKNOWLEDGED]

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

Lot 282 of Track No. 10011, Unit No. 2, Tanglewood, in the County of Santa Barbara, State of California, as per map thereof recorded in Book 52 Pages 42 to 45, inclusive, o Maps, in the office of the County Recorder of Santa Barbara County.
Excepting therefrom all coal, lignite, asphaltum, brea, petroleum, bitumen, mineral oil, natural gas and all other hydrocarbon substances in and under said land below a depth of 500 feet from the present surface of said land, without, however, the right of entry upon the surface of said land or 500 feet below the present surface of said land.

Assessor's Parcel No: 111-176-014

EXHIBIT G4

County CCP Lincoln Deed of Trust

NO FEE DOCUMENT

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

County of Santa Barbara
Housing and Community Development
123 E. Anapamu Street, 2nd floor
Santa Barbara, CA 93101
Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP), LINCOLN LOAN
DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS COUNTY CCP LINCOLN LOAN DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("County CCP Lincoln Loan Deed of Trust") is made as of January 7, 2025, by Good Samaritan Shelter, a California nonprofit public benefit corporation whose address 245 E. Inger St., Suite 103B, Santa Maria, California, 93454 ("Borrower" or "Trustor") to Fidelity National Title, as trustee ("Trustee") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Beneficiary").

GRANT IN TRUST

GRANT. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in that certain real property located at 1404 N. Lincoln Street, in Santa Maria, California (the "Property"), as more particularly described in the attached Exhibit A, incorporated herein by this reference;

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor

shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased in whole or in part with CCP Loan Funds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all Revenue, including rents and income generated by or derived from the Property or improvements thereon (subject however to the assignment of rents to Beneficiary contained herein); all leases, subleases, rental agreements and licenses covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, payments, and receivables of similar nature with respect to such leases, subleases, rental agreements and licenses; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any streets, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, bonds, warranties, guarantees and sureties, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible Property and rights relating to the Property or operations on the Property, including copyrights, patents, trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction of the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction or improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations of Trustor:

S. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of One Hundred Thirty-Six Thousand Dollars (\$136,000) with interest thereon, evidenced by the County CCP Lincoln Loan Promissory Note of even date herewith executed by Trustor, in the amount of \$136,000 (the "County CCP Lincoln Loan Note"), on file at the offices of Beneficiary and hereby incorporated by reference into this County CCP Lincoln Loan Deed of Trust, or as much as has been disbursed to Trustor therewith; and

T. Payment of any sums advanced by Beneficiary to protect the Security and priority of this County CCP Lincoln Loan Deed of Trust; and

U. Payment of any sums advanced by Beneficiary following a breach of Trustor's obligation for payment of said sums, such as Trustor's obligation to pay fees, assessments, taxes, charges, and levies imposed by any public authority or utility company and/or Trustor's obligation to pay any sums payable under the County CCP Lincoln Loan Note and the expiration of any applicable cure period, with interest thereon as provided herein; and

V. Performance of every obligation, covenant or agreement of Trustor contained in this County CCP Lincoln Loan Deed of Trust, the County CCP Lincoln Loan Note, and the County CCP Loan Agreement executed between Trustor and Beneficiary on file at the offices of Beneficiary and hereby incorporated into this County CCP Lincoln Loan Deed of Trust by this reference ("County CCP Loan Agreement"), and the County CCP Lincoln Loan Regulatory Agreement executed between Trustor and Beneficiary of even date herewith with respect to the Property ("County CCP Lincoln Loan Regulatory Agreement"), including all modifications, extensions and renewals of these obligations; and

W. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this County CCP Lincoln Loan Deed of Trust; and

X. Performance of any obligations of Trustor in any other agreements with respect to financing of development of the Property or the Security, the failure to perform the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

ASSIGNMENT. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the Revenue, rents, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided, however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the County documents described in Section 2.D. above (collectively, the "County CCP Loan Documents"). This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this County CCP Lincoln Loan Deed of Trust.

ENFORCEMENT. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the County CCP Loan Agreement or Note and or Regulatory Agreement pursuant to County CCP Lincoln Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, this

County CCP Lincoln Loan Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the Project Related Costs, costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this County CCP Lincoln Loan Deed of Trust, all in such order as Beneficiary may determine, (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the plans and specifications approved under the County CCP Loan Agreement or any modifications to the plans and specifications or the development of the Security that Beneficiary in its sole discretion believes is appropriate, and/or (d) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property by the County CCP Lincoln Loan Regulatory Agreement.

APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

NO WAIVER OF POWER OF SALE. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any Event of Default or notice of default hereunder or under any of the County CCP Loan Documents or invalidate any act done by Beneficiary, Beneficiary's agents or a receiver in response to such Event of Default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this County CCP Lincoln Loan Deed of Trust, in the County CCP Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

GRANT. This County CCP Lincoln Loan Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the California Commercial Code, and Trustor hereby grants Beneficiary a security interest in the Security. Beneficiary may file a copy of this County CCP Lincoln Loan Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to the Security. Trustor shall pay all costs of filing such

financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in the Security. This County CCP Lincoln Loan Deed of Trust constitutes a fixture filing under Division 9 of the California Commercial Code.

REMEDIES. Upon Trustor's breach of any obligation or agreement in the County CCP Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the California Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this County CCP Lincoln Loan Deed of Trust or County CCP Loan Documents. Beneficiary may proceed against the Security specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

PERFORMANCE OF SECURED OBLIGATION. Trustor shall promptly perform each obligation secured by this County CCP Lincoln Loan Deed of Trust in accordance with the County CCP Loan Documents.

PAYMENT OF PRINCIPAL AND INTEREST. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the County CCP Lincoln Loan Note.

MAINTENANCE OF THE SECURITY. Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violation of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit intentional waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this County CCP Lincoln Loan Deed of Trust or the County CCP Loan Documents, and after any applicable cure periods, Beneficiary may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the County CCP Lincoln Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Lincoln Loan Deed of Trust.

INSPECTION OF THE SECURITY. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

LIENS, ENCUMBRANCES, AND CHARGES. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this County CCP Lincoln Loan Deed of Trust, as provided for in the County CCP Loan Agreement.

DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

SUITS TO PROTECT THE SECURITY. Beneficiary shall have all rights, power and authority to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or Rents or prejudice to any interest or right of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain or enjoin the enforcement of or compliance with any governmental legislation, regulation, or order if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or Rents or be prejudicial to any interest or right of Beneficiary.

DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to or destruction of the Security. If any Security is damaged or destroyed, Trustor shall, at its cost and expense, repair or restore said Security consistent with the original plans and specifications. Such work or repair shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

TITLE. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the CCP Lincoln Promissory Loan Document, County CCP Loan Agreement, County CCP Lincoln Loan Deed of Trust and County CCP Lincoln Loan Regulatory Agreement approved by Beneficiary.

GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

TAXES AND LEVIES. Trustor shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Trustor shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Beneficiary, Trustor deposits with Beneficiary any funds or other forms of assurance Beneficiary in good faith from time to time determines appropriate to protect Beneficiary from the consequences of the contest being unsuccessful.

INSURANCE. Trustor shall provide such insurance as required under the County CCP Loan Documents. In the event Trustor fails to maintain the full insurance coverage required by this County CCP Lincoln Loan Deed of Trust and the County CCP Loan Documents, Beneficiary, after at least seven business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the County CCP Lincoln Loan Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this County CCP Lincoln Loan Deed of Trust.

CONDEMNATION. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Condemnation Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the Funds so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose in Beneficiary's sole discretion. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any Event of Default under this County CCP Lincoln Loan Deed of Trust or the County CCP Loan Documents.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild repair or restore the Security and to use all available Funds therefor, provided that (a) such Funds are sufficient to keep the all loans encumbering the Property in balance and rebuild repair or restore the Security in a manner that provides adequate security to Beneficiary for repayment of the CCP Loan or, if such Funds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Beneficiary shall have the right to approve plans and specifications for any rebuild, repair or restoration and the right to require that disbursement of insurance proceeds and Funds for rebuilding repairing or restoring be placed in a construction escrow or similar arrangement subject to Beneficiary's approval; and (c) no Event of Default then exists under the County CCP Loan Documents other than any default which is a direct result of the condemnation.

RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the CCP Loan and associated documents. Upon written request of Beneficiary stating that all obligations set forth in the County CCP Loan Agreement and associated documents have been met and upon surrender of this County CCP Lincoln Loan Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

EVENTS OF DEFAULT. Any of the events listed in the County CCP Loan Agreement as an Event of Default shall also constitute an Event of Default under this County CCP Lincoln Loan Deed of Trust. A cure of any default made or tendered by Owner accepted or rejected on the same basis as if made or tendered by Trustor.

ACCELERATION OF MATURITY. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the County CCP Lincoln Loan Note and this County CCP Lincoln Loan Deed of Trust immediately due and payable.

BENEFICIARY'S REMEDIES. Upon the happening of an Event of Default which has not been cured within the time and in the manner provided in the County CCP Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the County CCP Loan Agreement, the County CCP Lincoln Loan Note, or applicable law, proceed with any or all of the following remedies:

S. Enforce the assignment of Rents and right to possession as provided for in this County CCP Lincoln Loan Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

T. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court;

U. Advance any amount necessary to cure any monetary Event of Default under this County CCP Lincoln Loan Deed of Trust, the County CCP Loan Agreement, or the County CCP Lincoln Loan Note;

V. Commence an action to foreclose this County CCP Lincoln Loan Deed of Trust pursuant to California Code of Civil Procedure Section 725a et seq., as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

W. Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; and/or

X. Pursue any other rights and remedies allowed at law or in equity.

FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this County CCP Lincoln Loan Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this County CCP Lincoln Loan Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the County CCP Lincoln Loan Note are immediately due and payable), and such

receipts and evidence of any advances made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this County CCP Lincoln Loan Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash or credit in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the Security so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this County CCP Lincoln Loan Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this County CCP Lincoln Loan Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

GOVERNING LAW. This County CCP Lincoln Loan Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this County CCP Lincoln Loan Deed of Trust shall not be unreasonably withheld.

TIME. Time is of the essence in this County CCP Lincoln Loan Deed of Trust.

NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

LENDER: County of Santa Barbara
Department of Probation
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, Room 201
Santa Barbara, CA 93101

BORROWER: GOOD SAMARITAN SHELTER
245 E. Inger St., Suite 103B,
Santa Maria, California, 93454
Attn: Executive Director

With copy to: Mullen and Henzel, LLP
12 East Victoria Street
Santa Barbara, CA 93101
Attn: Graham Lyons, Esq.

BINDING UPON SUCCESSORS. All provisions of this County CCP Lincoln Loan Deed of Trust shall be binding upon the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, and shall inure to the benefit of Beneficiary.

WAIVER. No waiver by Beneficiary of any obligation of Trustor hereunder shall be effective unless in writing signed by a duly authorized officer of Beneficiary. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or Event of Default of Trustor or to pursue any remedy allowed under the County CCP Lincoln Loan Deed of Trust, the County CCP Loan Documents or applicable law. Any extension of time granted to Trustor to perform any obligation under this County CCP Lincoln Loan Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this County CCP Lincoln Loan Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

AMENDMENTS AND MODIFICATIONS. No amendment or modification of this County CCP Lincoln Loan Deed of Trust shall be effective unless in writing duly executed by a duly authorized officer of each of Beneficiary and Trustor, and approved by the Santa Barbara County Board of Supervisors on behalf of Beneficiary.

LOAN AGREEMENT CONTROLS. If there is any contradiction between this County CCP Lincoln Loan Deed of Trust and the County CCP Loan Agreement, the terms of the County CCP Loan Agreement shall control, except that Trustor shall have no defense or claim that this County CCP Lincoln Loan Deed of Trust does not establish a valid lien on the Property or the Security.

DEFINITIONS. Capitalized terms not otherwise defined in this County CCP Lincoln Loan Deed of Trust shall have the same meaning as defined terms in the County CCP Loan Agreement.

PROOFS OF CLAIM. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

SEVERABILITY. Every provision of this County CCP Lincoln Loan Deed of Trust is intended to be severable. If any term or provision of this County CCP Lincoln Loan Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this County CCP Lincoln Loan Deed of Trust is invalid or unenforceable as to any part of the Trustor's indebtedness or the Trustor's obligations secured thereby, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the Trustor's indebtedness and all payments made on the indebtedness (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the indebtedness which is not secured or partially secured by the lien of this County CCP Lincoln Loan Deed of Trust.

SUBSTITUTION OF TRUSTEES. Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

ACCEPTANCE BY TRUSTEE. Trustee accepts this trust when this County CCP Lincoln Loan Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this County CCP Lincoln Loan Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

[THIS SECTION INTENTIONALLY LEFT BLANK]

NONRECOURSE.

Except as expressly provided in the second paragraph of this Section 4.4, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or

indirect personal liability for payment of the principal of, or interest on, the County CCP Lincoln Loan Promissory Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the County CCP Lincoln Loan Promissory Note shall be to the property securing the indebtedness evidenced by this County CCP Lincoln Deed of Trust. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the County CCP Lincoln Loan Promissory Note of all the rights and remedies of the Beneficiary, or (ii) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the County CCP Lincoln Loan Promissory Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The limitation of liability set forth in Section 44.A, above, shall not relieve the Trustor of personal liability for all losses, claims, expenses, or other costs or liabilities incurred by Beneficiary arising out of, relating to, or attributable to, in whole or in part, any of the following: (i) fraud, or misrepresentation, or failure to disclose a material fact by Trustor, or any officer, director, employee, affiliate, or agent of Trustor; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the County CCP Lincoln Loan Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Trustor other than in accordance with the County CCP Lincoln Loan Deed of Trust; (iv) the misapplication or misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain, (v) damage, loss or destruction to any portion of the Property arising out of any waste, gross negligence, or willful misconduct, or criminal act(s) by or on behalf of Trustor or any officer, director, employee, affiliate, or agent of Trustor; (vi) the Trustor's indemnification obligations under the County CCP Loan Agreement; (vii) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods; (viii) Trustor's failure to pay any charges or amounts, including, without limitation, charges for work, labor, or materials, which create a lien on all or any portion of the Property; or (ix) Trustor's failure to obtain and maintain insurance policies in accordance with the County CCP Loan Agreement.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Trustor has executed this County CCP Loan Deed of Trust as of the day and year first above written.

TRUSTOR:

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit Corporation

By: _____
Sylvia Barnard, Executive Director

[TRUSTOR'S SIGNATURE MUST BE ACKNOWLEDGED]

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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

**The following described real property in the County of Santa Barbara, State of California:
Lot 8 of Block 4 of Edrington' Addition in the City of Santa Maria, County of Santa
Barbara, State of California, as per map recorded in Book 9, Page 7 of Maps and Surveys,
in the Office of the County Recorder of said County.**

Assessor's Parcel No. 119-004-006