

Attachment E
Amended and Restated
Promissory Note (Broadway)

AMENDED AND RESTATED PROMISSORY NOTE
SECURED BY DEED OF TRUST (BROADWAY)
(Contingent Obligation to Pay)

\$125,000

May 31, 2022
Santa Barbara, CA

FOR VALUE RECEIVED, the undersigned, Transitions - Mental Health Association, a California Non-Profit Public Benefit Corporation ("Maker"), hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California ("Holder"), at 105 E. Anapamu Street, Santa Barbara, CA 93101, or such other place as may be designated in writing by Holder, the principal sum of **One Hundred Twenty Five Thousand Dollars (\$125,000.00)** ("Elimination Loan Amount") upon the following terms and conditions.

1. Related Funding Agreement. In connection herewith, the parties have entered into that certain Funding Agreement for AB2034 One Time Housing Funds dated the 18th day of June 2002, ("Funding Agreement"), a First Addendum to the Funding Agreement dated March 19, 2019 ("First Addendum"), and a Second Addendum to the Funding Agreement dated May 24, 2022 ("Second Addendum"), copies of which are attached hereto as Exhibit A – Funding Agreement, Exhibit B – First Addendum, and Exhibit C – Second Addendum, and incorporated herein by this reference. The Funding Agreement, First Addendum and Second Addendum provide, among other things, that Holder will provide to Maker an elimination loan in the total amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Elimination Loan") in connection with the acquisition and operation of two mental health facilities (collectively, the "Project"). One of these facilities was originally located at the real property commonly described as 1418 S. Raven Court, Santa Maria – as described in the Funding Agreement – and is now located on certain real property commonly described as 613 N. Curryer St., Santa Maria, CA ("**Curryer St.**"). The second facility was originally located at the real property commonly described as 117 W. Tunnell Street, Santa Maria, CA ("**Tunnell St.**") and is now located on certain real property

commonly described as 1114 S. Broadway, Santa Maria, CA, (“**Broadway**”). This Amended and Restated Promissory Note is secured by the Deed of Trust on the Broadway real property.

In exchange for providing the Elimination Loan, Maker has among other things, agreed to provide, for a period of thirty (30) years ("Elimination Loan Term") ending on June 17, 2032, a certain number of beds for a certain number of years within the Project for use by low-income clients of Maker ("Low-Income Beds"). No interest shall accrue or be due and owing under the Elimination Loan. Each facility shall be entitled to one-half of the loan amount, One Hundred Twenty Five Thousand Dollars (\$125,000.00) and each shall have a separate Promissory Note, secured as indicated in Section 4 below.

As described above, the Elimination Loan was split between two Promissory Notes Secured by Deeds of Trust (the “Original Notes”), each of which was secured by one of the two mental health facilities that comprised the Project. This Amended and Restated Promissory Note Secured by Deed of Trust (the “Note”) is intended to amend and restate in its entirety the Original Note in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) that was originally associated with and secured by the property located at Tunnell St. This Note is now associated with and secured by the Broadway property. This Note is not intended to create any new or additional indebtedness.

2. Contingent Repayment Obligation. The parties expressly recognize that Maker's obligation to repay the Elimination Loan Amount shall only arise, accrue and become due and payable in the event that Maker fails to provide the Low-Income Beds during the Elimination Loan Term in accordance with the Funding Agreement and Addendum for a continuous period of ninety (90) days after receiving written notice from the Holder that such Low-Income Beds are not being so provided ("Contingency"). Maker's obligation to repay the Elimination Loan Amount, if any, shall only accrue upon the occurrence of the Contingency. Upon the expiration of the Elimination Loan Term, Maker shall have no obligation under the Funding Agreement and Addendums and /or the Original Notes and any amendments thereto, including without limitation this Note.

3. Payment of the Elimination Loan Amount Upon Contingency. In the event of the occurrence of the Contingency, the Repayment Obligation shall accrue, and Maker shall be obligated to repay the Elimination Loan Amount. No Interest or penalties shall arise, accrue or be owed in connection with repaying the Elimination Loan Amount.

4. Security. This Note is secured by a Deed of Trust of even date herewith ("Deed of Trust") that is to be recorded in the Office of the County Recorder of Santa Barbara County, California on the Broadway facility.

5. Notices. All written notices, requests, demands and other communications provided for hereunder shall be in writing; shall be delivered or communicated personally or by first class letter, overnight delivery service or facsimile transmission confirmed (provided a successful transmission report has been received by the sender); and shall be mailed or delivered to the applicable party at the address indicated below next to their name or at such other address as shall be designated by such party in a written notice delivered in accordance with this section. All notices mailed shall be deemed received as of (i) receipt or refusal in the event of delivery, or (ii) within two (2) business days after deposit in the U.S. Mail.

If to Maker: Transitions - Mental Health Association
 Jill Bolster-White, Executive Director
 784 High Street
 San Luis Obispo, CA 93401

If to Holder: Director
 Santa Barbara County Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110

Amended and Restated Promissory Note between Transitions - Mental Health Association and the County of Santa Barbara for repayment of an Elimination Loan.

IN WITNESS WHEREOF, the Maker have caused this Amended and Restated Promissory Note to be duly executed as of the date first written above.

MAKER:

Transitions - Mental Health Association,
a California Non-Profit Public Benefit Corporation

By: _____
Jill Bolster –White, Executive Director

Attachments:

- Exhibit A – Funding Agreement
- Exhibit B – First Addendum to Funding Agreement
- Exhibit C – Second Addendum to Funding Agreement