

COUNTY HOME LOAN PROMISSORY NOTE

Santa Barbara, California

\$3,173,437

August __, 2018

FOR VALUE RECEIVED, The Residences at Depot Street, L.P., a California limited partnership (“Borrower”), whose address is 815 West Ocean Avenue, Lompoc, California 93436, hereby promises to pay to the order of the County of Santa Barbara, a political subdivision of the State of California (“Lender”), whose address is 123 E. Anapamu Street, 2nd Floor, Santa Barbara, California 93101, the principal amount equal to Three Million One Hundred Seventy-Three Thousand Four Hundred Thirty-Seven Dollars (\$3,173,437), or so much thereof as may be advanced by Lender to Borrower, together with interest thereon, as set forth below.

1. **PURPOSE.** In order to assist Borrower in developing eighty (80) affordable rental housing units and two (2) manager’s units located at 201 & 205 N. Depot Street, Santa Maria, California (“Project”), Lender has agreed to loan the amount of Three Million One Hundred Seventy-Three Thousand Four Hundred Thirty-Seven Dollars (\$3,173,437) to Borrower, One Million Nine Hundred Ninety-Four Thousand Four Hundred Fifty-Nine Dollars (\$1,994,459) of which are derived from funds received by the Lender from the United States Department of Housing and Urban Development through the HOME Investment Partnerships Program, and One Million One Hundred Seventy-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$1,178,978) of which are derived from funds set-aside by Lender from fees paid by developers in-lieu of including affordable units in for-sale developments and held in trust for the purpose of providing affordable housing within Santa Barbara County.

2. **BORROWER’S OBLIGATION.** This promissory note (“County HOME Loan Promissory Note”) evidences Borrower’s obligation to pay Lender the principal amount of Three Million One Hundred Seventy-Three Thousand Four Hundred Thirty-Seven Dollars (\$3,173,437), (“County HOME Loan”) for the HOME Funds loaned to Borrower by Lender for the specific uses designated in a loan agreement between Borrower and Lender dated August __, 2018 (“County HOME Loan Agreement”).

3. **INTEREST.** Subject to Section 4, this County HOME Loan Promissory Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the County HOME Loan Agreement and Promissory Note. Interest is not compounding.

4. **DEFAULT INTEREST.** In the Event of Default by Borrower of any of its obligations under this County HOME Loan Promissory Note or the Loan Documents, Borrower shall pay to Lender interest on the outstanding principal of this County HOME Loan Promissory Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the Event of Default until the date that the Event of Default is cured or the County HOME Loan is repaid in full. The default interest shall be paid monthly and is due to the County on the first day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and interest of the County HOME Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project, or (b) the date the Property is sold or otherwise transferred, except, if Borrower is a limited partnership and the affordability covenants are maintained for the duration of the original County affordability period, for transfers permitted pursuant to the terms of the County HOME Loan Documents, or (c) Borrower has failed to commence construction as set forth in Section 4.1

of the County HOME Loan Agreement, or (d) an Event of Default by Borrower, as defined in Section 8.1 of the County HOME Loan Agreement, which has not been cured as provided for in Section 8.2 of the County HOME Loan Agreement. Annual loan payments on the County HOME Loan equal to the lesser of (a) an amount sufficient to fully amortize the County Home Loan over fifty-five (55) years or (b) the amount due pursuant to Section 7 hereof shall be made in accordance with Section 7 hereof. Upon the occurrence of an Event of Default by Borrower, as defined in Section 8.1 of the County HOME Loan Agreement, which has not been cured as provided for in Section 8.2 of the County HOME Loan Agreement, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of this County HOME Loan Promissory Note. See also Section 8.3 Lender's Remedies in the County HOME Loan Agreement. In any event, the principal and all current and accrued interest shall be due and payable no later than August __, 2073.

6. **DEFINITIONS.** All initially capitalized terms in this County HOME Loan Promissory Note shall have the definition ascribed to such terms in the County HOME Loan Agreement. The following terms are defined in the County HOME Loan Agreement and repeated here for convenience of reference:

- a. "Annual Financial Statement" means the audited financial statement of Operating Expenses and Revenue, prepared at the Borrower's expense, by an independent certified accountant reasonably acceptable to Lender, which shall be provided as part of Borrower's annual reporting to Lender.
- b. "County HOME Loan Deed of Trust" means that deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the County HOME Loan by Borrower as trustor with Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said County HOME Loan Deed of Trust.
- c. "County HOME Loan Regulatory Agreement" means the agreement executed by Borrower and Lender and recorded against the Property which regulates the use of the eleven (11) HOME-Assisted Unit(s) and seven (7) County-Assisted Units in the Project.
- d. "County HOME Loan Documents" are collectively the County HOME Loan Agreement, the County HOME Loan Promissory Note, the County HOME Loan Deed of Trust, and the County HOME Loan Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
- e. "Fiscal Year" means the twelve (12) month accounting period, beginning July 1 and ending June 30, for which annual financial statements are regularly prepared.
- f. "Operating Expenses" 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, restoration, 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, annual County Monitoring Fee of \$2,500 increasing annually based on increases in consumer price index (CPI) for the duration of the Term defined at Section 1.20 of the County HOME Loan Regulatory agreement, executed herewith, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for operating expenses and capital replacements pursuant to Section 2.12 of the County HOME Loan Agreement or the terms of the other Project Loans or the Partnership Agreement, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, and reasonable and actual costs of staff

salaries for the delivery of social services and/or case management, including costs of tenant services in the estimated annual amount of \$36,500 (increasing 3% annually). The Operating Expenses shall be reported in the Annual Financial Statement.

- g. "Payment Date" means ninety (90) days after the end of each fiscal year until the County HOME Loan is paid in full.
- h. "Project" means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the County HOME Loan Agreement and as defined in 24 CFR 92.2.
- i. "Property" means the property located at 201 & 205 N. Depot Street, Santa Maria, California as is more fully described in Exhibit A of the County HOME Loan Agreement and County HOME Loan Deed of Trust, executed concurrently herewith.
- j. "Residual Receipts" means the excess of annual Revenue over the sum of (i) annual Operating Expenses and (ii) any required debt service under the Senior Loans.
- k. "Revenue" means all income received in whole or in part in connection with the Project, as approved by Lender, including but not limited to rents from the units and income from laundry operations, vending machines, meeting space rental, storage, and parking.
- l. "Senior Loans" means that certain construction loan to be made by Wells Fargo Bank, N.A. in the approximate original principal amount of Twenty-One Million Eight Hundred Eleven Thousand One Hundred Six Dollars (\$21,811,106), which will convert to a permanent loan in the approximate amount of Eleven Million Nine Hundred Thousand Dollars (\$11,900,000).
- l. "Term" means the period of time commencing with the date of the County HOME Loan Note and terminating fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project.

7. PAYMENTS. All accrued interest and principal shall be due and payable in accordance with the terms set forth in Section 5. No repayment is due under the County HOME Loan until construction of the Project is complete. Payments shall be made ninety (90) days following the end of each calendar year of the Project until the County HOME Loan is paid in full. Annual payments on the County HOME Loan shall be made from Residual Receipts to the extent that they are available. Residual receipts shall be paid in the following order: first, to the limited partner for any unpaid tax credit adjuster amount; second, to the limited partner to repay any limited partner loans; third, to pay any accrued but unpaid asset management fees payable to the Limited Partner in the annual amount of \$12,000 and increasing three percent (3%) annually; fourth, to replenish operating reserves in accordance with the terms of the Partnership Agreement; fifth, to the payment of outstanding deferred developer fee; sixth, to Borrower's general partners for the repayment of any operating deficit loans made to the Borrower pursuant to the Partnership Agreement; seventh, to the payment of any management fees deferred pursuant to the terms of the Partnership Agreement; eighth, to Borrower's administrative partner an annual asset management fee in an amount not to exceed \$12,000 per year, (plus any accrued fees from prior years) increasing three percent (3%) annually; and ninth, to the following loans, 1) fifty-percent (50%) of remaining residual receipts to the County HOME Loan pursuant to this County HOME Loan Agreement and County HOME Loan Promissory Note, executed herewith, and 2) fifty-percent (50%) of the remaining residual receipts to the Seller Carryback Loan from the Housing Authority of the County of Santa Barbara. On or before each Payment Date the Borrower shall submit the Annual Financial Statement to Lender for the preceding fiscal year. All payments made on the County HOME Loan by Borrower shall be applied as follows: first

to pay current annual interest due, if any; then to the cumulative interest owed, if any; then to reduce the principal amount of the County HOME Loan.

In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, no later than within twenty (20) days of notice of such understatement. In the event that Lender determines that there has been an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall pay to Borrower the amount of overpayment promptly, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest and request an audit by an independent CPA.

8. PLACE AND MANNER OF PAYMENT. All amounts due and payable under this County HOME Loan Promissory 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.

9. DEFAULT AND ACCELERATION. This County HOME Loan Promissory Note is secured by a County HOME Loan Deed of Trust. All covenants, conditions and agreements contained in the County HOME Loan Deed of Trust and the County HOME Loan Agreement are hereby made a part of this County HOME Loan Promissory Note. Borrower agrees that the principal and all current and accrued interest, shall, at the option of Lender, be immediately due and payable upon any Event of Default as defined in the County HOME Loan Agreement which has not been cured pursuant to that County HOME Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any Event of Default, Lender may exercise any other right or remedy permitted under this County HOME Loan Promissory Note and the Loan Documents. Notwithstanding anything to the contrary contained in the Loan Documents, Lender hereby agrees that any cure of any Event of Default made or tendered by Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

10. PREPAYMENT OF COUNTY HOME LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the County HOME Loan amounts prior to the end of the term described herein. However, prepayment of the County HOME Loan during the term of the County HOME Loan Regulatory Agreement shall not affect Borrower's obligations under the County HOME Loan Regulatory Agreement.

11. 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 HOME Loan Promissory Note.

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

13. CONSENTS AND APPROVALS. Any consent or approval of Lender required under this County HOME Loan Promissory Note shall not be unreasonably withheld or delayed.

14. 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 Loan Documents shall also be sent to Borrower's limited Partner at the address below.

BORROWER: The Residences at Depot Street, L.P.
c/o Surf Development Company
815 West Ocean Avenue
Lompoc, CA 93436
Attn: President

With copy to: Mark S. Manion
Price, Postel & Parma, LLP
200 E. Carrillo St., Suite 400
Santa Barbara, CA 93101

With copy to: Wells Fargo Affordable Housing Community Development
Corporation
301 S. College Street
MAC D1053-170
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

15. **BINDING UPON SUCCESSORS.** All provisions of this County HOME Loan Promissory Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Borrower and Lender.

16. **GOVERNING LAW.** This County HOME Loan Promissory 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.

17. **SEVERABILITY.** Every provision of this County HOME Loan Promissory Note is intended to be severable. If any provision of this County HOME Loan Promissory 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.

18. **TIME.** Time is of the essence in this County HOME Loan Promissory Note.

19. **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. 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 Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the 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.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this County HOME Loan Promissory Note must be in writing, and shall be made only if executed by both Borrower and Lender.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this County HOME Loan Promissory Note. The sole recourse of the Lender with respect to the principal of, or interest on, the County HOME Loan Promissory Note shall be to the property securing the indebtedness evidenced by the County HOME Loan Promissory Note. However, nothing contained in the foregoing limitation of liability

shall (i) limit or impair the enforcement against all such security for the County HOME Loan Promissory Note of all the rights and remedies of the Lender, or (ii) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the County HOME 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 foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the County HOME Loan Promissory Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (i) Borrower's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the County HOME 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 Borrower other than in accordance with the County HOME Loan Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Borrower's indemnification obligations under the County HOME Loan Agreement; and (vi) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the County HOME Loan Deed of Trust.

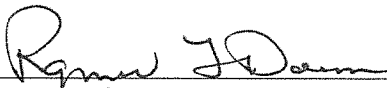
22. **COUNTY HOME LOAN AGREEMENT CONTROLS.** In the event that any provisions of this County HOME Loan Promissory Note and the County HOME Loan Agreement conflict, the terms of the County HOME Loan Agreement shall control.

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

BORROWER:

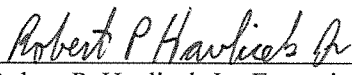
THE RESIDENCES AT DEPOT STREET, L.P.
a California limited partnership

By: SURF DEVELOPMENT COMPANY, a California
nonprofit public benefit corporation,
its managing general partner

By  _____
Raymond F. Down, President

By: RDSGP LLC, a California limited liability company,
its administrative general partner

By: Housing Authority of the County of Santa Barbara, a
public body, corporate and politic, its managing member

By  _____
Robert P. Havlicek Jr., Executive Director