

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is entered into as of the 27th day of March, 2012 (the "Date of Agreement"), by and between the COUNTY OF SOLANO, a political subdivision of the State of California (the "County") and VACAVILLE SOCIAL SERVICES CORPORATION, a California nonprofit public benefit corporation ("VSSC"). The County and the VSSC agree as follows:

RECITALS

WHEREAS, VSSC is in the process of relocating and expanding Opportunity House, a 48-bed homeless program facility located at 267 Bennett Hill Court in the City of Vacaville (collectively referred to as the "Opportunity House" or the "Project"); and,

WHEREAS, the Project includes the demolition of an existing building and the rehabilitation of an existing building that will include 48 beds, a laundry room, dining area, kitchen, a fenced children's play area, related parking, landscaping and other improvements to serve the homeless individuals and families within the City of Vacaville; and

WHEREAS, the Project, once completed, will serve the homeless population of Vacaville due to the serious shortage of decent housing which persons and families of low to no income can afford;

WHEREAS, VSSC is in the process of securing long term financing for the Project but has requested a loan in the amount not to exceed \$300,000 from County to be used to as a bridge loan until long term financing of the Project has been secured; and

WHEREAS, the loan of public funds for this Project serves a legitimate public purpose in providing access to safe and sanitary housing for the homeless population of Vacaville; and

WHEREAS, County agrees to loan \$300,000 to VSSC on the terms and conditions set forth in this Agreement.

COUNTY AND VSSC MUTUALLY AGREE as follows:

1. LOAN

County establishes a loan (the "Loan") for VSSC until March 31, 2014 or 30 days after VSSC has obtained permanent financing to pay off its construction debts, whichever occurs first, which date or event will be known as the "Maturity Date", in the principal amount of \$300,000.00 (the "Credit Limit"). All sums advanced on the Loan or pursuant to the terms of this Agreement (each an "Advance") shall become part of the principal of the amount owed by VSSC under this Agreement.

2. PROMISE TO PAY

VSSC promises to pay to the order of County at Solano County Auditor-Controller, 675 Texas St., Suite 2800, Fairfield, Ca 94533, or at such other place as County may designate in writing, the principal sum of \$300,000.00, or the aggregate unpaid principal amount of all advances made by County to VSSC pursuant to the terms of this Agreement, whichever is less, together with interest owing thereon from the date each Advance is made until paid in full, at the rate set forth in Section 4 below.

3. ADVANCES

VSSC may request an Advance from time to time during the "Advance Period" and in such amounts as VSSC may choose based on costs expended in construction of the Project provided, however, any requested Advance may not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. The Advance Period begins on the Effective Date and ends six months prior to the Maturity Date.

VSSC must provide 14 business days written notice of any request for an Advance. Advance requests must include supporting documentation to be determined by the Auditor-Controller and must be signed by such officers of VSSC authorized by it to request Advances. Until such time as VSSC notifies County otherwise, VSSC authorizes its Executive Director and President of the Board of Directors, both of whom must sign, to request Advances. County will provide each Advance by check payable to VSSC Solano. County may refuse to make any requested Advance if an event of default has occurred and is continuing either at the time the request is given or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an event of default under this Agreement as of such dates.

4. INTEREST

All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full at the rate of 3.0% per annum, simple interest (the "Effective Rate"). Interest shall be calculated for actual days elapsed on the basis of a 360-day year, which results in higher interest payments than if a 365-day year were used.

5. USE OF LOAN PROCEEDS

VSSC must use Advances for costs incurred in connection with construction of the Project located at 267 Bennett Hill Court, as more particularly described in Exhibit A attached to this Agreement and shown on the map attached to this Agreement as Exhibit B.

6. REPAYMENT

County will bill quarterly, beginning June 30, 2012, and on the last day of each fiscal quarter thereafter, VSSC for any fees owed plus interest in an amount equal to the interest on the outstanding principal amount, for one year, calculated using the Effective Rate.

On or before the Maturity Date, VSSC shall make a single final balloon payment of the entire outstanding principal amount, fees due and interest accrued. All payments shall first be applied to outstanding late fees, then to interest and the balance to the principal amount. If VSSC has, through its prepayments of interest, paid interest in an amount greater than interest actually accrued on the total principal amount, County will offset the interest overpayment against the final balloon payment.

Prepayment in whole or part may occur at any time without penalty; provided that any partial prepayment shall not operate to postpone or suspend the obligation to make, and shall not have the effect of altering the time for payment of the remaining balance owing as provided for above, unless and until the entire obligation is paid in full. All payments received under this paragraph shall be applied, first, if VSSC is in default under this Note, to any costs or expenses incurred by County in collecting such payment or to any other unpaid charges or expenses due under this Agreement second, to accrued interest; and third, to principal.

County can accept late payments, partial payments, and checks or money orders marked "paid in full" or containing similar language without losing any of its rights under this Agreement. A non-sufficient-funds fee of \$50.00 for each payment check that is returned unpaid will be charged to VSSC's loan.

7. LATE FEE

If VSSC does not pay any payment due within 15 days after the date it is due, a late fee of the greater of \$100.00 or 5% of the payment amount will be charged to the Loan.

8. SECURITY FOR LINE OF CREDIT

VSSC will secure its obligation to repay all amounts owed under this Agreement by executing the Deed of Trust in substantially the form attached to this Agreement as Exhibit C. County will release the deed of Trust after the Maturity Date, or upon any sooner termination of this Agreement, if all amounts due under this Agreement have been paid,

9. REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement and to make the advances provided for in this Agreement, VSSC represents and warrants to County as follows:

a. VSSC is a duly organized, validly existing, and in good standing under the laws of the State of California with the power to own its assets and to transact business in California

b. VSSC has the authority and power to execute and deliver any document required under this Agreement and to perform any condition or obligation imposed under the terms of such documents.

C. The execution, delivery and performance of this Agreement and each document incident to this Agreement will not violate any provision of any applicable law, regulation, order,

judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking to which VSSC is a party, or which purports to be binding on VSSC or its assets.

d. To the knowledge of VSSC, there is no action, suit, investigation, or proceeding pending or, to the knowledge of VSSC, threatened, against or affecting VSSC or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of VSSC or the operation of its business.

10. EVENTS OF DEFAULT.

An event of default will occur if any of the following events occurs:

a. VSSC fails to pay any installment of interest and/or principal under this Agreement and/or the Deed of Trust when due and such failure continues for more than ten days after the date such payment was due and payable whether on maturity, the dates stipulated in this Agreement, by acceleration, or otherwise.

b. Any representation or warranty made by VSSC in this Agreement or in connection with any borrowing or request for an Advance hereunder, or in any certificate, financial statement, or other statement furnished by VSSC to County is untrue in any material respect at the time when made.

c. Default by VSSC in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct event of default under this Paragraph 10.

d. If VSSC or any guarantor (i) seeks entry of an order for relief as a debtor in a proceeding under the Bankruptcy Code; (ii) seeks, consents to, or does not contest the appointment of a receiver for itself or for all or any part of its property; (iii) a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or any other competent jurisdiction; (iv) makes a general assignment for the benefit of its creditors; or (v) states in writing its inability to pay its debts as they mature.

e. If (i) a petition is filed against VSSC or any guarantor seeking relief under any bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or other competent jurisdiction; or (ii) a court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of County or any guarantor, a receiver or trustee for it, or for all or any part of its property; and (iii) such petition, order, judgment, or decree is not discharged or stayed within ninety days after its entry.

11. REMEDIES

Upon the occurrence of an event of default as defined above, County may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. County may suspend or terminate any obligation it may have under this Agreement to make additional

Advances. To the extent permitted by law, VSSC waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of County in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided at law or in equity. VSSC agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

12. NOTICE

Any written notice will be deemed effective on the date such notice is placed, first class, postage prepaid, in the United States mail, addressed to the party to which notice is being given as follows:

County: Solano County
Attn: County Administrator
675 Texas St., Suite 6500
Fairfield, CA 94533

VSSC: Vacaville Social Services Corporation
Attn.: Executive Director
785 Alamo Drive, Suite 150
Vacaville, CA 95688

13. INDEMNIFICATION

VSSC agrees to indemnify County with regard to any liability, including attorneys' fees and costs, on the part of the County which may arise from this Agreement, including costs incurred by County in connection with enforcing this Agreement.

14. GENERAL PROVISIONS

a. SURVIVAL OF TERMS. All representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement. This Agreement will be binding upon and inure to the benefit of VSSC and County, their respective successors and assigns, except that VSSC may not assign or transfer its rights or delegate its duties under this Agreement without the prior written consent of County.

b. INSPECTION AND RETENTION OF RECORDS. Authorized representatives of County, the state and/or the federal government may inspect and/or audit VSSC's performance and/or records pertaining to this Agreement. All records shall be retained for a minimum of four years after termination of this Agreement.

c. CHOICE OF LAW. The parties have executed and delivered this agreement in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Solano County shall be the venue for

any action or proceeding, in law or equity that may be brought in connection with this Agreement.

d.CHANGES AND AMENDMENTS. The parties may request changes in this Agreement. Any mutually agreed upon change shall be effective only when incorporated by a written amendment to this Agreement.

e.ENTIRE AGREEMENT. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms condition or obligation made or entered into by County or VSSC other those contained.

The parties have executed this Agreement on the day and year first written above.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

VACAVILLE SOCIAL SERVICES CORPORATION

By 
Linda J. Seifert, Chair

By 
John Thompson, President
VSSC Board of Directors

APPROVED AS TO FORM

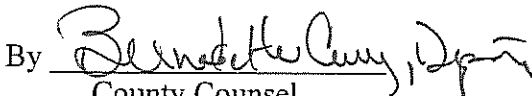
By 
County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

REAL PROPERTY SITUATE IN THE CITY OF VACAVILLE, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

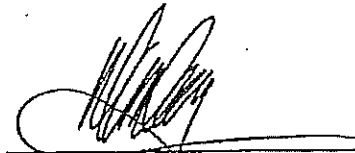
BEING LOTS 13, 14 AND 15 AS SAID LOTS ARE SHOWN ON THE MAP OF BENNETT HILL SUBDIVISION UNIT NO. 4, FILED AUGUST 3, 1967 IN BOOK 23 OF MAPS AT PAGE 85, SOLANO COUNT RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE ALONG THE NORTHERLY LINE OF LAST SAID LOT SOUTH 85°35'14" EAST, 110.00 FEET THENCE ALONG THE EASTERLY LINE OF LOTS 16, 14 AND 13 SOUTH 04°24'46" WEST, 171.22 FEET TO THE SOUTHERLY LINE OF SAID LOT 13; THENCE WESTERLY ALONG LAST SAID LINE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH WHICH A RADIAL BEARS NORTH 27°33'11" WEST TO THE RADIUS POINT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 31°57'57" AND AN ARC DISTANCE OF 94.85 FEET; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 31.42 FEET; THENCE ALONG THE WESTERLY LINE OF SAID LOTS 13, 14 AND 15 NORTH 04°24'46" EAST, 177.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,836 SQUARE FEET (MORE OR LESS).

END OF DESCRIPTION.

THIS DESCRIPTION WAS PREPARED BY OR UNDER THE DIRECTION OF:

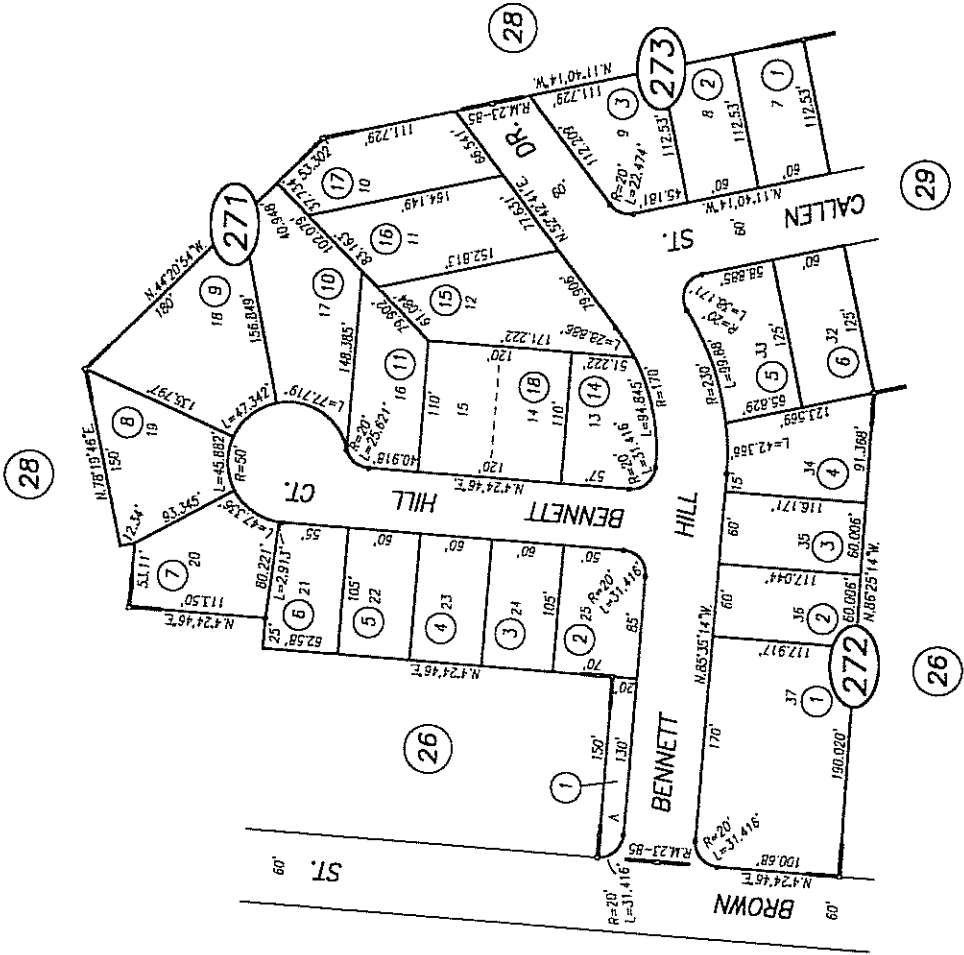

ALVIN LEUNG, RLS 6630
LICENSE EXPIRATION DATE 12/31/11



APN 029 271 180

POR. LOT 37, RANCHO LOS PUTOS
 POR. SEC.16, T.6N., R.1W., M.D.B.& M. EXT.

EXHIBIT
 Tax Assessor's Code
 129-27
 6056



NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

Map Maint.	12-31-09	JS
271-18 (1a)	3-16-09	CT
SUB. 113-B	6-24-83	DL
REVISION	DATE	BY

Bennett Hill Sub. Unit No. 4, R.M. Bk. 23 Pg. 85
 Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

CITY OF VACAVILLE
 Assessor's Map Bk. 129 Pg. 27
 County of Solano, Calif.

10-11

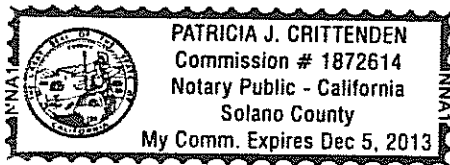
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On April 3, 2012 before me, Patricia J. Crittenden, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Linda J. Serfert and John Thompson
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 Patricia J. Crittenden
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Loan Agreement - Opportunity House
Document Date: March 27, 2012 Number of Pages: 8
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Linda J. Serfert
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Chair, Board of Supervisors
Signer Is Representing: Solano County

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: John Thompson
☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Vacaville Seal Services Corporation

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Solano
Attn: County Administrator
675 Texas Street, Suite 6500
Fairfield, CA 94533

MAIL TAX STATEMENTS TO:

Vacaville Social Services Corp.
785 Alamo Drive, Suite 150
Vacaville, CA 95688

**DEED OF TRUST AND ASSIGNMENT OF RENTS
(WITH DUE ON SALE CLAUSE)**

APN: 0129-271-180

This Deed of Trust is made as of March 27, 2012, among

VACAVILLE SOCIAL SERVICES CORPORATION, a California nonprofit public benefit
corporation, whose address is:
785 Alamo Drive, Suite 150
Vacaville, CA 95688

("TRUSTOR")

("TRUSTEE")

County of Solano
675 Texas St., Ste. 6500
Fairfield, CA 94533

("BENEFICIARY")

Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the real property in Solano County, California, described as follows, together with all improvements thereon (the "Property"):

Attached as Exhibit A

For the purpose of securing:

1. Payment of the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) with interest thereon according to the terms of a promissory note of even date, executed by Trustor in favor of Beneficiary or order and any extension or renewals;
2. Payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by promissory notes reciting that they are secured by this Deed of Trust;
3. Performance of each agreement of Trustor incorporated by reference or contained in this Deed of Trust; and

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep the Property in good condition and repair and not to remove or demolish any building; to comply with all applicable state and federal regulations addressing the physical condition of the Property and buildings located on the Property; to comply with all applicable standards of the City of Vacaville including but not limited to building standards, planning regulations, and utilities code; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting the Property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate, fertilize, fumigate, prune; maintain the buildings on the Property in a habitable condition; and do all other acts which from the character or use of the Property may be reasonably necessary.
2. To maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires insurance; provided, however, Trustor shall not be obligated to obtain earthquake or terrorism insurance. The insurance carrier and the insurance policy shall be acceptable to Beneficiary and include loss payable in favor of Beneficiary and thirty (30) days' prior notice to Beneficiary before the policy is modified or terminated. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, provided, however, if the value of lender's security is not materially impaired, Beneficiary shall release the entire amount so collected to Trustor for repair and restoration of the Property. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Any proceeds Trustor receives from insurance policies issued to Trustor and/or covering the Property, and any proceeds received from any governmental agency due to a partial or complete condemnation of the Property, shall be applied as

follows: If Trustor collects insurance proceeds arising from a fire or other casualty, then the insurance proceeds shall be applied to restore, repair, or rebuild the damages to the Property caused by such casualty. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Property is subject to a partial condemnation or taking, then the proceeds received there from shall be applied to restore the Property taken, provided the Trustor determines that such restoration is economically feasible and no default exists under the Agency Note, Affordability Agreement or this Deed of Trust following the expiration of all applicable cure periods. If the Property is subject to a total condemnation, or if Trustor determines that restoration of the Property is not feasible following a partial condemnation, then the proceeds from any condemnation award or claim for damages shall be used first to repay the Loan, with the excess, if any, paid to Trustor.

3. To appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay, before delinquency, all taxes and assessments affecting the Property, including water stock assessments; to pay when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and to pay all costs, fees and expenses of this Deed of Trust.

If Trustor fails to make any payment or to do any act provided for in this Deed of Trust following the expiration of all applicable cure periods, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust:

- a. Make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
 - b. Appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee;
 - c. Pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and
 - d. In exercising any such powers, pay allowable expenses, including reasonable attorneys' fees.
5. To pay immediately all sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the lesser of ten percent (10%) or the maximum rate allowed by law.

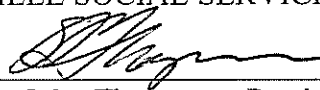
B. Trustor, Trustee and Beneficiary mutually agree:

1. That by accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.
2. That upon written request of Beneficiary stating that all sums secured have been paid, that the term of the Affordability Agreement has expired, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
3. Except as provided in this Section 3, if Trustor sells, transfers or conveys, or agrees to sell, transfer or convey, any interest in the Property, legal or equitable, either voluntarily or by operation of law, then Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust immediately due and payable. Notwithstanding this Section 3, the Beneficiary agrees that it will not unreasonably withhold approval of a request by Trustor to sell, transfer or convey any interest in the Property, provided (a) the Trustor delivers written notice to the Beneficiary requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Trustor under this Deed of Trust in a form which is reasonably acceptable to the Beneficiary. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the Beneficiary to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 3 and other criteria as reasonably determined by the Beneficiary. The Beneficiary shall approve or disapprove the request within forty-five (45) days of its receipt of the Trustor's notice and all information and materials required herein. In no event, however, shall the Beneficiary be obligated to approve the assignment or transfer of the Deed of Trust pursuant to this Section 3, except to an approved transferee or assignee of the Trustor's rights in and to the Property.
4. That following the expiration of all applicable notice and cure periods upon default by Trustor in payment of any indebtedness or in performance of any agreement secured by this Deed of Trust, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes and all documents evidencing expenditures secured by this Deed of Trust.

5. That following the expiration of all applicable notice and cure periods upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3433. The foregoing notwithstanding, nothing herein contained shall be deemed a waiver of the Trustor's rights under Section 2924(c) of the California Civil Code.
6. That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.
7. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
8. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

VACAVILLE SOCIAL SERVICES CORPORATION

By: _____



John Thompson, President
VSSC Board of Directors

Exhibit C

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

The land referred to in this Report is situated in the County of Solano, City of Vacaville, State of California, and is described as follows:

Insert Legal description

APN: 0129-271-180

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On April 3, 2012 before me, Patricia J. Crittenden, Notary Public
Date Here Insert Name and Title of the Officer

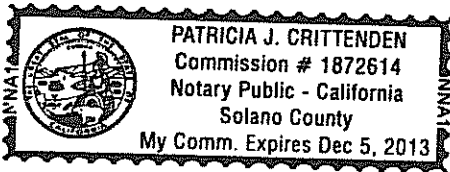
personally appeared John Thompson
Name(s) of Signer(s)

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 Patricia J. Crittenden
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust - Opportunity House

Document Date: March 27, 2012 Number of Pages: 6

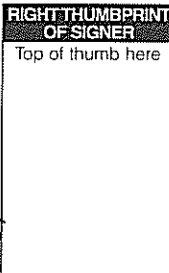
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Thompson

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Vacaville Social Services Corporation



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

