

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



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January 23, 2023

Pamela S. Kaufmann, Partner
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
pkaufmann@hansonbridgett.com

Sent via email

RE: Retirement Housing Foundation

Dear Ms. Kaufmann:

Pursuant to Corporations Code section 5914 et seq., the Attorney General hereby conditionally approves the proposed sale of Auburn Ravine Terrace, Bixby Knolls Towers, Gold Country Retirement Center, and Pioneer House pursuant to the Asset Purchase and Sale Agreement dated December 30, 2021, between Retirement Housing Foundation, a California nonprofit public benefit corporation, and Pacifica Companies, LLC, a California limited liability company.

Corporations Code section 5917 and California Code of Regulations, title 11, section 999.5, subdivision (f), set forth factors that the Attorney General shall consider in determining whether to consent to a proposed transaction between a nonprofit corporation and a for-profit corporation or entity. The Attorney General has considered such factors and approves the proposed transaction subject to the attached conditions that are incorporated by reference herein.

Sincerely,

Heidi Lehrman

Heidi Lehrman
Deputy Attorney General

For ROB BONTA
Attorney General

HLL: Enclosure
SA2022303366/36811599

SUMMARY OF CONDITIONS

Condition I: Identifies the parties, entities, and facilities that are legally bound by the conditions.

Condition II: Identifies the transaction documents.

Condition III: Requires sixty days' notice of either transfer or of transfer of governance or control of any of the facilities.

Condition IV: Requires continued employment of all staff in good standing as of the applicable closing dates of the Asset Purchase and Sale Agreement (APSA).

Condition V: Prohibits discrimination on the basis of protected personal characteristics.

Condition VI: Requires the entities listed in Condition I to consult a Community Advisory Board at each facility.

Condition VII: Requires the entities listed in Condition I to abide by all resident leases in place on the applicable closing date of the APSA.

Condition VIII: Requires the skilled nursing facility (SNF) to operate and be maintained for the next five years at the same types and levels of skilled nursing services at the Auburn Ravine Terrace facility.

Condition IX: Requires the SNF to operate and be maintained for the next five years at the same types and levels of skilled nursing services at the Bixby Knolls Towers facility.

Condition X: Requires the SNF to operate and be maintained for the next five years at the same types and levels of skilled nursing services at the Gold Country Retirement Center facility.

Condition XI: Requires the SNF to operate and be maintained for the next five years at the same types and levels of skilled nursing services at the Pioneer House facility.

Condition XII: Requires the continuation of Medicare and Medi-Cal participation at each of the facilities.

Condition XIII: Requires reporting on safety at the Bixby Knolls Towers SNF and residential care facility for the elderly (RCFE) and Pioneer House RCFE for every six months for the next three years.

Condition XIV: Authorizes the Attorney General to appoint a monitor to evaluate and audit the first six-month information and documentation required by Condition XIII to ensure compliance with the professional standards of care at Bixby Knolls Towers SNF or RCFE or the Pioneer House RCFE. Describes powers of monitor, appointment process, ~~and~~ funding for monitor, and cost caps that the monitor may not exceed.

Condition XV: Authorizes the Attorney General to appoint a monitor for the Bixby Knolls Towers SNF or RCFE or Pioneer House RCFE at any time in the next three years to address any unresolved safety issues. Describes powers of monitor, appointment process, and funding for monitor.

Condition XVI: Requires the entities listed in Condition I to submit annual compliance reports to the Attorney General's Office and respective Community Advisory Boards for five years after the applicable closing dates for each of the facilities.

Condition XVII: Requires the entities listed in Condition I to submit any requested information necessary to monitor compliance to the Attorney General's Office.

Condition XVIII: Deems the entities listed in Condition I to have consented to and to have waived any right to seek judicial relief regarding these Conditions. The Attorney General reserves the right to enforce each and every condition and to recover fees and costs associated with enforcement.

Attorney General's Conditions to Proposed Sale of Four Senior Care Facilities by Retirement Housing Foundation, a Nonprofit Public Benefit Corporation, to Pacifica Companies, LLC, a California Limited Liability Company.

I.

These Conditions shall be legally binding on the following entities: Pacifica Companies, LLC (Pacifica); Buena Vista Healthcare, LLC (Buena Vista); Cypress Healthcare, LLC; Glockston, LLC; Glockston ALF, LLC; 3747 Atlantic Ave SNF, LLC; California Senior Living Management, LLC; Del Oro LLC; Del Oro ALF, LLC; and Alister, LLC; and any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of Pacifica, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of any one of the four senior care facilities or the real property on which those facilities is located; any and all current and future owners, lessees, licensees, or operators of the four senior care facilities; and any and all current and future lessees and owners of the real property on which the four senior care facilities are located. The four senior care facilities are Auburn Ravine Terrace at 750 Auburn Ravine Road in Auburn, CA; Bixby Knolls Towers at 3737 and 3747 Atlantic Avenue in Long Beach, CA; Gold Country Retirement Center at 4031 Golden Center Drive in Placerville, CA; and Pioneer House at 415 P Street in Sacramento, CA.

II.

The transaction conditionally approved by the Attorney General consists of the Asset Purchase and Sale Agreement executed on December 30, 2021, by and between Retirement Housing Foundation (RHF) and Pacifica, and any and all amendments, agreements, or documents referenced in or attached as an exhibit or schedule to any of the foregoing agreements (collectively, the APSA, attached hereto as Exhibit 1).

The entities listed in Condition I shall fulfil the terms of the APSA including, but not limited to, any exhibits or schedules to the APSA, and shall notify the Attorney General in writing of any proposed modifications or rescissions. Such notifications shall be provided at least sixty (60) days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5917 and require the Attorney General's approval.

III.

For five (5) years from the closing date of the APSA, the entities listed in Condition I shall be required to provide written notice to the Attorney General sixty (60) days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, or otherwise dispose of any of the four senior care facilities or any portion thereof.
- (b) Transfer control, responsibility, or governance of a material amount of the assets or operations of any of the facilities or portions thereof. The substitution, merger, or

addition of a new member of the governing body, general partner, or limited partner of any of the entities listed in Condition I that transfers the control of, responsibility for, or governance of any of the four senior care facilities, or any portion thereof, shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing body, general partner, or limited partners of any of the entities in Condition I or any arrangement, written or oral, that would transfer voting control of the members of the governing body, general partner, or limited partners of any of the entities listed in Condition I shall also be deemed a transfer for purposes of this Condition.

IV.

For five (5) years from the applicable closing date of the APSA, the entities listed in Condition I shall continue to offer employment to staff at each facility who are and remain in good standing. This condition is not intended to preclude operational flexibility or staff leadership changes as warranted for operational flexibility.

V.

The entities listed in Condition I shall prohibit unlawful discrimination in their services and programs at the facilities on the basis of any protected personal characteristic identified in state and federal civil rights laws, including section 51 of the California Civil Code and title 42, section 18116 of the United States Code. Categories of protected personal characteristics include:

- a) Gender, including sex, gender, gender identity, and gender expression;
- b) Intimate relationships, including sexual orientation and marital status;
- c) Ethnicity, including race, color, ancestry, national origin, citizenship, primary language, and immigration status;
- d) Religion;
- e) Age; and
- f) Disability, including disability, protected medical condition, and protected genetic information.

VI.

For five (5) years from the closing date of the APSA, the entities listed in Condition I shall cause to be created and thereafter maintain a Community Advisory Board at each facility with which it shall consult on a quarterly basis. The Community Advisory Board shall consist of 7-12 volunteer SNF and RCFE residents at the respective facility chosen by the residents of the respective facility. The Community Advisory Board will provide feedback and comments on a quarterly basis on the quality of care and quality of life being provided to the residents and patients at the respective facility. The entities listed in Condition I shall provide a copy of each annual report described in Condition XVI to the respective Community Advisory Boards. The Community Advisory Boards may provide comments on all respective reports to the Attorney General regarding compliance with these Conditions and any such comments shall be included in the written report provided to the Attorney General pursuant to Condition XVI.

VII.

The entities listed in Condition I shall abide by all resident admission agreements, leases, and other agreements relating to the occupancy of the facilities in place on the applicable closing date of the APSA.

The Operations Transfer Agreements for each of the facilities shall contain language effectuating this Condition. Upon execution of the Operations Transfer Agreements for each of the facilities, the entities listed in Condition I shall provide copies of those agreements to the Attorney General.

VIII.

For five (5) years from the closing date of the APSA, the Auburn Ravine Terrace SNF¹ shall be operated and maintained as a skilled nursing facility with 59 skilled nursing beds and shall maintain the same licensure, types, and levels of services being provided as its current licensure and types and levels of services including, but not limited to, audiology, occupational therapy, outpatient services, physical therapy, and speech therapy.

Pacifica, Glockston, LLC, or any other operator or licensee of Auburn Ravine Terrace SNF shall not place all or any portion of the Auburn Ravine Terrace SNF's licensed-bed capacity or services in voluntary suspension or surrender its license for any beds or services.

IX.

For five (5) years from the closing date of the APSA, the Bixby Knolls Towers SNF² shall be operated and maintained as a skilled nursing facility with 99 skilled nursing beds and shall maintain the same licensure, types, and levels of services being provided as its current licensure and types and levels of services including, but not limited to, audiology, occupational therapy, outpatient services, physical therapy, and speech therapy.

Pacifica, 3747 Atlantic Ave SNF, LLC, or any other operator or licensee of Bixby Knolls Towers SNF shall not place all or any portion of the Bixby Knolls Towers SNF's licensed-bed capacity or services in voluntary suspension or surrender its license for any beds or services.

X.

For five (5) years from the closing date of the APSA, the Gold Country Retirement Center SNF³ shall be operated and maintained as a skilled nursing facility with 68 skilled nursing beds and shall maintain the same licensure, types, and levels of services being provided as its current

¹ Throughout this document, the term "Auburn Ravine Terrace SNF" shall mean the skilled nursing facility located at 750 Auburn Ravine Road, Auburn, California, 95603.

² Throughout this document, the term "Bixby Knolls Towers SNF" shall mean the skilled nursing facility located at 3737 and 3747 Atlantic Avenue, Long Beach, California, 90807.

³ Throughout this document, the term "Gold Country Retirement Center SNF" shall mean the skilled nursing facility located at 4301 Golden Center Drive, Placerville, California, 95667.

licensure and types and levels of services including, but not limited to, audiology, occupational therapy, outpatient services, physical therapy, and speech therapy.

Pacifica, Del Oro LLC, or any other operator or licensee of Gold Country Retirement Center SNF shall not place all or any portion of the Gold Country Retirement Center SNF's licensed-bed capacity or services in voluntary suspension or surrender its license for any beds or services.

XI.

For five (5) years from the closing date of the APSA, the Pioneer House SNF⁴ shall be operated and maintained as a skilled nursing facility with 49 skilled nursing beds and shall maintain the same licensure, types, and levels of services being provided as its current licensure and types and levels of services including, but not limited to, audiology, occupations therapy, outpatient services, physical therapy, and speech therapy.

Pacifica, Alister, LLC, or any other operator or licensee of Pioneer House SNF shall not place all or any portion of the Pioneer House SNF's licensed-bed capacity or services in voluntary suspension or surrender its license for any beds or services.

XII.

For five (5) years from the closing date of the APSA, the entities listed in Condition I shall be certified to participate in the Medi-Cal and Medicare programs and have Medi-Cal and Medicare Provider Numbers (or provider number for any successors to Medi-Cal or Medicare) to provide the same types and levels of skilled nursing services to Medi-Cal and Medicare beneficiaries (both Traditional and Managed Care) at the facilities' SNFs as required in these Conditions.

XIII.

For three (3) years from the closing date of the APSA, California Senior Living Management LLC and 3747 Atlantic Ave SNF, LLC, and any and all current or future operators will submit a bi-annual (every 6 months) quality report for the Bixby Knolls Tower SNF operated by 3747 Atlantic Ave SNF, LLC and RCFE operated by California Senior Living Management, LLC and the Pioneer House RCFE operated by California Senior Living Management, LLC to the Attorney General, which will include the following information:

- a) The total number of Type A citations issued by the California Department of Social Services during the past six (6) months;
- b) Copies of any Type A citations issued by the California Department of Social Services and any Plans of Correction approved by the California Department of Social Services during the past six (6) months;
- c) The total number of Type B citations issued by the California Department of Social Services during the past six (6) months;

⁴ Throughout this document, the term "Pioneer House SNF" shall mean the skilled nursing facility located at 415 P Street, Sacramento, California, 95814.

- d) Copies of any Type B citations issued by the California Department of Social Services and any Plans of Correction approved by the California Department of Social Services during the past six (6) months;
- e) The status of all citations at the time of reporting;
- f) Copies of any state licensing or federal certification actions issued by the California Department of Public Health on its own behalf, or on behalf of the Centers for Medicare and Medicaid Services, including but not limited to the following:
 - 1) Statements of Deficiencies;
 - 2) Plans of Correction approved by the California Department of Public Health or the Centers for Medicare and Medicaid Services;
 - 3) Survey and Recertification reports (annual, bi-annual, and revisits);
 - 4) Citations (AA, A, and B); and
 - 5) Civil monetary penalties.
- g) Copies of any correspondence regarding the imposition of financial penalties, fines, or imposition of remedies, including denial of payment for new admissions issued by the California Department of Public Health, the Centers for Medicare and Medicaid Services, of the California Department of Social Services;
- h) Copies of any correspondence or petitions to suspend or revoke the licenses issued by the California Department of Public Health or California Department of Social Services;
- i) Copies of any correspondence or petitions to terminate, revoke, or suspend the Centers for Medicare and Medicaid Services participation agreements; and
- j) Copies of any correspondence or petitions for a Temporary Manager or Receiver or Order for Temporary Suspension issued by the California Department of Public Health or California Department of Social Services.

XIV.

The Attorney General shall have the power to appoint and will appoint a person (a “Monitor”) to monitor, evaluate, and audit the first six months of information and documentation required by Condition XIII and to ensure compliance with professional standards of care at the Bixby Knolls Towers SNF and RCFE and the Pioneer House RCFE. The Monitor shall remain in place until the Monitor concludes, via a written report issued to the Attorney General, that the following issues do not exist or have been remedied at said portions of those facilities:

- a. Any excessive pattern of citations issued by the California Department of Social Services;
- b. Any finding of immediate jeopardy by the Centers for Medicare and Medicaid Services, whether the scope and severity is isolated, pattern, or widespread;
- c. Any finding of actual harm by the Centers for Medicare and Medicaid Services that is not immediate jeopardy, whether the scope and severity is either isolated, pattern, or widespread;
- d. Any deficiencies issued by the Centers for Medicare and Medicaid Services of “widespread” or “pattern” scope and severity where a Plan of Correction has not been accepted by the Centers for Medicare and Medicaid Services within the time period proscribed in regulations, or where an accepted Plan of Correction has not otherwise been implemented by the facility as documented in any revisit survey;
- e. Any denial of payment by the Centers for Medicare and Medicaid for new admissions;

- f. Any petitions to suspend or revoke the licenses issued by the California Department of Public Health or California Department of Social Services;
- g. Any petitions to terminate, revoke, or suspend the Centers for Medicare and Medicaid Services participation agreements;
- h. Any petitions for a Temporary Manager, Receiver, or Order for Temporary Suspension issued by the California Department of Public Health or California Department of Social Services;
- i. Any AA or A citations involving the death of a resident or residents, issued by the California Department of Public Health;
- j. Any significant noncompliance with professional standards of care identified while the Monitor is in place; or
- k. Any inaccuracies, omissions, or defects in documentation required by Condition XIII have been resolved.

Selection of Monitor: The Attorney General shall have the sole discretion to select the Monitor subject to consultation with Pacifica. In exercising this discretion, the Attorney General may consider the status of compliance efforts with the applicable regulatory agencies and the status and contents of any pending administrative appeals before them regarding Pacifica and Buena Vista. To be qualified to serve as a Monitor, a candidate must disclose to the Attorney General and to Pacifica any potential conflict of interest; be experienced with RCFEs and SNFs, including the standards of care applicable to RCFEs and SNFs, if not also knowledgeable as to RCFEs and SNFs in California; and be knowledgeable about federal and California laws and regulations concerning RCFEs and SNFs.

Pacifica will disclose candidates it proposes to serve as the Monitor to the Attorney General and the Attorney General will disclose candidates to Pacifica. The Attorney General and Pacifica will consider diversity, equity, and inclusion in proposing candidates to serve as the Monitor.

The Attorney General will give due consideration to any candidates proposed by Pacifica and Pacifica will give due consideration to any candidates proposed by the Attorney General. Any interviews of any candidates will be jointly conducted by Pacifica and the Attorney General. Not later than thirty (30) days after the Attorney General's selection of the Monitor, Pacifica shall execute an agreement that, subject to the prior approval of the Attorney General, confers on the Monitor those rights, powers, and authorities necessary to permit the Monitor to perform their duties and responsibilities.

Powers of Monitor: The Monitor and/or their duly qualified designee(s) shall have the following powers:

- a) To investigate compliance with federal and California laws and regulations and these Conditions;
- b) To take complaints;
- c) To inspect records, including but not limited to patient Trail Reports and Login History Reports or their equivalent and otherwise be granted Administrator and/or Director of Nursing credential access to the long-term care facility's electronic medical records, and

compel disclosure of confidential documents subject to any demonstrated legally recognized privilege and appropriate confidentiality protections;

- d) To interview witnesses;
- e) To contact and consult the State Ombudsman regarding the subject facilities;
- f) To conduct onsite inspections upon written 24-hours' notice and to conduct unannounced onsite inspections once per quarter during the pendency of the Monitor appointment;
- g) To hire staff, consultants, and experts;
- h) To recommend the hiring of facility staff and consultants; and
- i) To make recommendations concerning enforcement, oversight, and surveillance to the Attorney General, including making recommendations to address any breaches in the standard of care, including recommendations concerning the deployment of facility resources to address those breaches.

Scope of Work: The Attorney General will specify a written scope of objectives for the Monitor tailored to addressing the specific circumstances triggering the appointment of the Monitor. In specifying the scope of objectives, the Attorney General will give due consideration to the view of Pacifica and Buena Vista.

Mandated Reporting: It is understood that the Monitor and/or their duly qualified designee(s) shall be bound by the mandated reporter requirements of Health and Safety Code section 15630.

Duty to Cooperate: The entities listed in Condition I shall cooperate with the Monitor in the performance of the Monitor's work and shall take no action to interfere with or impede the Monitor's ability to monitor compliance with federal and California laws and regulations and these Conditions.

No Retaliation: Retaliation or threats of retaliation based on any entity or individual having provided information in conjunction with this Condition to the Monitor, their designee(s), the Attorney General, a government agency, or a court is prohibited.

Payment: As applicable, the entities listed in Condition I will be solely responsible for the expenses of the selected Monitor, including staff, consultants, and experts of the Monitor, in performing the services described in this Condition. Monitor expenses shall be capped at \$5,000 for an initial review, and \$15,000 for a more thorough review upon discovery of any of the above-listed issues.

XV.

After the discharge of the initial Monitor and throughout the pendency of the three-year biannual reporting required by Condition XIII and within one hundred twenty (120) days of receipt of the information required by Condition XIII, the Attorney General will have discretion to select and appoint a Monitor to conduct on-site or remote reviews at the Bixby Knolls Towers SNF or RCFE or the Pioneer House RCFE, as applicable, until the Monitor concludes, via a written report issued to the Attorney General, that any of the following issues have been remedied and that the facility complies with professional standards of care:

- a) The pattern or frequency of citations issued by the California Department of Social Services at either Bixby Knolls Towers or Pioneer House becomes excessive;
- b) Any finding of immediate jeopardy by the Centers for Medicare and Medicaid Services at either the Bixby Knolls Towers or Pioneer House facilities, whether the scope and severity is either isolated, pattern, or widespread;
- c) Any finding of actual harm by the Centers for Medicare and Medicaid Services in the Bixby Knolls Towers or Pioneer House facilities that is not immediate jeopardy, whether the scope and severity is either isolated, pattern, or widespread;
- d) Any deficiencies issued by the Centers for Medicare and Medicaid Services of “widespread” or “pattern” scope and severity where a Plan of Correction has not been accepted by the Centers for Medicare and Medicaid Services within the time period proscribed in regulations, or where an accepted Plan of Correction has not otherwise been implemented by the facility as documented in any revisit survey;
- e) Any denial of payment by Medicare or Medicaid for new admissions;
- f) Any petitions to suspend or revoke licenses issued by the California Department of Public Health or California Department of Social Services;
- g) Any petitions to terminate, revoke, or suspend the Centers for Medicare and Medicaid Services participation agreements;
- h) Any petitions for a Temporary Manager, Receiver, or Order for Temporary Suspension issued by the California Department of Public Health or California Department of Social Services;
- i) Any AA or A citations involving the death of a resident or residents, issued by the California Department of Public Health;
- j) Any significant noncompliance with professional standards of care identified while the Monitor is in place; or
- k) Any inaccuracies, omissions, or defects in documentation required by Condition XIII have been resolved.

Selection of Monitor: The Attorney General shall have the sole discretion to select the Monitor subject to consultation with Pacifica. In exercising this discretion, the Attorney General may consider the status of compliance efforts with the applicable regulatory agencies and the status and contents of any pending administrative appeals before them regarding Pacifica and Buena Vista. To be qualified to serve as a Monitor, a candidate must disclose to the Attorney General and to Pacifica any potential conflict of interest; be experienced with RCFEs and SNFs, including the standards of care applicable to RCFEs and SNFs, if not also knowledgeable as to RCFEs and SNFs in California; and be knowledgeable about federal and California laws and regulations concerning RCFEs and SNFs.

Pacifica will disclose candidates it proposes to serve as the Monitor to the Attorney General and the Attorney General will disclose candidates to Pacifica. The Attorney General and Pacifica will consider diversity, equity, and inclusion in proposing candidates to serve as the Monitor.

The Attorney General will give due consideration to any candidates proposed by Pacifica and Pacifica will give due consideration to any candidates proposed by the Attorney General. Any interviews of any candidates will be jointly conducted by Pacifica and the Attorney General. Not later than thirty (30) days after the Attorney General’s selection of the Monitor,

Pacifica shall execute an agreement that, subject to the prior approval of the Attorney General, confers on the Monitor those rights, powers, and authorities necessary to permit the Monitor to perform their duties and responsibilities.

Powers of Monitor: The Monitor and/or their duly qualified designee(s) shall have the following powers:

- j) To investigate compliance with federal and California laws and regulations and these Conditions;
- k) To take complaints;
- l) To inspect records, including but not limited to patient Trail Reports and Login History Reports or their equivalent and otherwise be granted Administrator and/or Director of Nursing credential access to the long-term care facility's electronic medical records, and compel disclosure of confidential documents subject to any demonstrated legally recognized privilege and appropriate confidentiality protections;
- m) To interview witnesses;
- n) To contact and consult the State Ombudsman regarding the subject facilities;
- o) To conduct onsite inspections upon written 24-hours' notice and to conduct unannounced onsite inspections once per quarter during the pendency of the Monitor appointment;
- p) To hire staff, consultants, and experts;
- q) To recommend the hiring of facility staff and consultants; and
- r) To make recommendations concerning enforcement, oversight, and surveillance to the Attorney General, including making recommendations to address any breaches in the standard of care, including recommendations concerning the deployment of facility resources to address those breaches.

Scope of Work: The Attorney General will specify a written scope of objectives for the Monitor tailored to addressing the specific circumstances triggering the appointment of the Monitor. In specifying the scope of objectives, the Attorney General will give due consideration to the view of Pacifica and Buena Vista.

Mandated Reporting: It is understood that the Monitor and/or their duly qualified designee(s) shall be bound by the mandated reporter requirements of Health and Safety Code section 15630.

Duty to Cooperate: The entities listed in Condition I shall cooperate with the Monitor in the performance of the Monitor's work and shall take no action to interfere with or impede the Monitor's ability to monitor compliance with federal and California laws and regulations and these Conditions.

No Retaliation: Retaliation or threats of retaliation based on any entity or individual having provided information in conjunction with this Condition to the Monitor, their designee(s), the Attorney General, a government agency, or a court is prohibited.

Payment: As applicable, the entities listed in Condition I will be solely responsible for the expenses of the selected Monitor, including staff, consultants, and experts of the Monitor, in performing the services described in this Condition.

For five (5) years from the applicable closing date of the APSA, Pacifica, and any operators or licensees of any portion of the four senior care facilities shall annually submit to the Attorney General, no later than four (4) months after each anniversary of the applicable closing date of the APSA, a report describing in detail its compliance with each Condition set forth herein. The Chief Executive Officer or their equivalents at Pacifica and any operators or licensees of any portion of the facilities shall each certify that the report is true, accurate, and complete. The entities listed in Condition I shall ensure a copy of the report is provided to each respective Community Advisory Board at the time of submission of the report to the Attorney General.

XVII.

At the request of the Attorney General, the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General will, at the request of any entity listed in Condition I and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the relevant portions of the APSA have closed, the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability of and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions.

Pursuant to Government Code section 12598, the Attorney General shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

**Attorney General's Conditions to
Retirement Housing Foundation Transaction**

Exhibit 1

Executed Sale Agreement, dated December 30, 2021

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of December 30, 2021 (the “Effective Date”), by and among (i) Retirement Housing Foundation, a California nonprofit public benefit corporation (“RHF”), (ii) the owners of each “Facility” (as defined below) listed on Schedule R-A and as a signatory hereto (each, a “Seller” and collectively, the “Sellers”), and (iii) Pacifica Companies LLC, a California limited liability company, or assignee (“Buyer”).

RECITALS

A. RHF is party to this Agreement solely for purposes of facilitating the transactions contemplated hereby between Buyer and each Seller, and as representative for Sellers solely with respect to those actions authorized as set forth herein. Each Seller owns one of the sixteen (16) community Retirement Housing Foundation Portfolio properties consisting of certain senior housing facilities having various combinations of independent living, assisted living, skilled nursing and memory care components, more particularly identified on Schedule R-A and Exhibit A-1 through A-16 attached hereto (the “Facilities” and each a “Facility”). For purposes of this Agreement, each “Facility” includes the respective “Real Property” and “Operating Assets” as described below and the continuing business operations therein, but none of the Excluded Assets or the liabilities described in Section 1.3.

B. Each Seller desires to sell to Buyer all of Seller’s right, title and interest in and to their respective Facilities, all on the terms and subject to the conditions of this Agreement.

C. Concurrently with Buyer’s acquisition of the each of the Facilities, Buyer will enter into either a lease or a management agreement for each of the Facilities with an entity or entities to be identified during the “Due Diligence Period” (as defined in Section 6.1) (each, a “New Operator” and collectively, the “New Operators”).

D. Concurrently with Buyer’s acquisition of each of the Facilities, each Seller will enter into a separate Operations Transfer Agreement substantially in the form of a master agreement, the form and content of which shall be negotiated by and between Buyer and RHF during the Due Diligence Period (each, an “OTA” and collectively, the “OTAs”), with Buyer and/or New Operators with respect to transfer of such Seller’s right, title and interest in and to the Operating Assets associated with each Facility and in order to provide for the orderly transaction of operational and financial responsibility for each Facility. The parties agree that each shall use their commercially reasonable best efforts to enter into OTAs for each Facility prior to Closing and as soon as possible after the end of the Due Diligence Period, with each such OTA taking into account its pre-Closing effectiveness as appropriate.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, each Seller agrees to sell, convey, transfer, assign and deliver to Buyer free of all leases, liens and security interests (except as otherwise provided in this Agreement or in the OTAs), and Buyer agrees to purchase from such Seller, all of each Seller's right, title and interest in and to only the following assets, as such assets shall exist on the Closing Date (as defined below) with respect to the operation of their respective Facilities (whether or not such assets are essential to the operation of the Facilities), all of which are referred to herein collectively as the "Assets," provided, however, that the Assets shall not include the "Excluded Assets" as set forth in Section 1.2:

(i) "Real Property," which means (a) the land as described in Exhibits A-1 through A-16, including all easements and other rights, interests and appurtenances thereto, which is owned or used by Seller in connection therewith, together with (b) all buildings, structures, fixtures and other improvements located in, on, at, under or above or attached to such land; and

(ii) "Operating Assets," which means (a) all inventory used or held for use at the Facilities (the "Inventory"); (b) all furniture, fixtures, equipment, tools, machinery, computers, vehicles and all other tangible personal property owned by Seller and used in connection with the Facilities owned by Seller (the "Personal Property"); (c) to the extent assignable or transferable, all personal property leases with respect to ownership of the Facilities; (d) to the extent assignable or transferable, all Assumed Operating Contracts, if any, listed in each OTA that relate exclusively to the ownership, repair, maintenance or operation of the Facilities, it being agreed that Assumed Operating Contracts shall only include those operating contract that Buyer has expressly agreed to assume in writing prior to the expiration of the Due Diligence Period; and (e) to the extent assignable or transferable, all general intangibles related to the ownership, possession, lease or use of the Assets or operation of the Facilities, including telephone numbers, website URLs and e-mail addresses, medical records, administrative records, marketing and other databases, files, manuals, and other records relating to the past, present or future operation of the Facilities, lien waivers, surety agreements, bonds, warranties, guaranties, utility use agreements, covenants, commitments, permits, certificates, regulatory approvals, Medicare and Medicaid certifications and entitlements owned or employed by Seller in conjunction with the operation of the Facilities.

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1, each Seller shall retain all of the following assets owned directly or indirectly by it (or any of such Seller's affiliates), and such assets below shall not be included in the Assets to be transferred to Buyer (collectively, the "Excluded Assets"):

(a) all cash, cash equivalents, investments, funds held in trust, pledges, contributions and charitable remainder trusts (excepting Patient Trust Property (as shall be defined in the OTAs), which shall be transferred to the Buyer as set forth in the OTAs);

(b) all accounts receivable, revenues, accounts, notes, interest and other receivables of Seller (collectively, the "Accounts Receivable"), including all claims, rights, interests and proceeds related thereto, billed and unbilled, recorded and unrecorded, for services provided or for goods

and supplies used by any patients or residents by Seller while owner of the Assets whether payable by private pay patients, private insurance, third party payors, private payors, Medicare, Medicaid (also known in California as Medi-Cal), or Medicare advantage payors, Medicaid managed care payors or by any other source and any governmental overpayments and any rights to prosecute any governmental underpayments and receivables; together with all documents, records, correspondence, work papers and other documents relating to the Accounts Receivable;

(c) all intercompany receivables of Seller with any of Seller's affiliates;

(d) subject to the provisions of the OTAs, all of Seller's or any affiliate of Seller's proprietary manuals, policy and procedure manuals and standard operating procedures;

(e) the names "Retirement Housing Foundation," "RHF," any abbreviations and variations thereof, and any trademarks, trade names, service marks, symbols and logos related thereto ("RHF Marks"), (excluding, however, any world-wide web addresses associated with Sellers which shall be included in the transaction, unless they include any RHF Marks), and any other trademarks, trade names, service marks, copyrights and applications therefor;

(f) all Assets of Seller that are disposed of, expended or cancelled in the ordinary course of business prior to the Effective Time (as defined below), provided that Seller shall not dispose of any Asset without the prior written consent of Buyer (other than Inventory and other Assets used at the Facilities in the ordinary course of business, which shall be replenished in the normal course to the greater of, (i) historically maintained levels and (ii) statutorily-required levels);

(g) assets owned and provided by vendors of services or goods to the Facilities;

(h) all claims, rights, interests and proceeds with respect to state or local tax refunds (including property tax) resulting from periods prior to the Effective Time, and the right to pursue appeals of same;

(i) all of Seller's organizational and corporate records, minute books, donor lists, and financial, tax and accounting books and records;

(j) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by Seller to any third party with respect to periods prior to the Effective Time (*e.g.*, such overpaid amounts may be determined by billing audits undertaken by Seller or Seller's consultants);

(k) all refunds, rebates and dividends paid in respect of workers' compensation or other insurance premiums paid by Seller prior to the Effective Time and any refunds or additional recoveries by or payments to Seller from any person for services or sales of goods or supplies prior to the Effective Time;

(l) all settlements, refunds or returns of any other monies from any source or rights of any nature arising from or connected to Seller's operation of the Facilities prior to the Effective Time;

(m) all prepaids or deposits made by Seller;

- (n) all accounts and balances in such accounts maintained by Seller at banks or other financial institutions;
- (o) all rights, claims and choses in action of Seller and its affiliates with respect to periods prior to the Effective Time, and any payments, awards or other proceeds resulting therefrom;
- (p) all existing licenses issued for or in connection with the ownership or operation of the Facilities, including, with respect to Sellers owning and operating Facilities in California (“California Sellers”), those issued by the California Department of Public Health and the California Department of Social Services;
- (q) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;
- (r) all of Seller’s interest in and to the Terminated Operating Contracts (as shall be defined in the OTAs);
- (s) all insurance policies of Seller and, except as otherwise provided in Section 9.3, rights to proceeds or return of premiums with respect thereto; and
- (t) all items specifically listed on Exhibit 1.2(t).

1.3 Liabilities Excluded. THIS AGREEMENT EXCLUDES, AND BUYER AND NEW OPERATORS DO NOT ASSUME, ANY LIABILITIES OF SELLERS NOT EXPRESSLY ASSUMED BY BUYER OR NEW OPERATORS IN WRITING IN THIS AGREEMENT, IN THE OTAS OR IN ANY OTHER AGREEMENT RELATING TO THE TRANSFER OF THE FACILITIES FROM SELLERS TO BUYER AND NEW OPERATORS, INCLUDING THE FOLLOWING (COLLECTIVELY, THE “EXCLUDED LIABILITIES”): SELLERS’ ACCOUNTS PAYABLE AND ALL OBLIGATIONS ARISING OUT OF OR RELATED TO THE OPERATION OF THE FACILITIES PRIOR TO THE EFFECTIVE TIME, INCLUDING COSTS, EXPENSES AND OTHER LIABILITIES AND OBLIGATIONS ARISING FROM THE OPERATION OF THE FACILITIES; LIABILITY FOR OVERPAYMENTS AND ANY FRAUD UNDER MEDICARE, MEDICAID OR ANY THIRD-PARTY PAYOR AGREEMENT OR OTHER RESIDENT-RELATED CONTRACTUAL OBLIGATION; ANY OBLIGATIONS UNDER ANY COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT AGREEMENT, PENSION OR RETIREMENT PLAN, PROFIT-SHARING PLAN, STOCK PURCHASE OR STOCK OPTION PLAN, MEDICAL OR OTHER BENEFITS OR INSURANCE PLAN, COMPENSATION OR BONUS AGREEMENT, VACATION OR SEVERANCE PAY PLAN OR AGREEMENT AND ANY OTHER EMPLOYEE BENEFIT PLAN. ANY AND ALL ACCOUNTS PAYABLE OR OTHER OBLIGATIONS ACCRUING TO AND EXISTING AS OF THE EFFECTIVE TIME (INCLUDING ANY CAPITALIZED LEASE OBLIGATIONS, WHICH SHALL BE PAID OFF AT OR PRIOR TO CLOSING) ARE AND SHALL REMAIN THE SOLE OBLIGATION AND RESPONSIBILITY OF SUCH SELLER EXCEPT AS EXPRESSLY ASSUMED BY BUYER IN WRITING. NOTHING IN THIS SECTION 1.3 AFFECTS OR WILL BE DEEMED TO AFFECT THE “AS-IS” AND “WHERE-IS” NATURE OF THE PURCHASE AND SALE OF THE REAL PROPERTY AS MORE PARTICULARLY DESCRIBED IN SECTION 2.9.

1.4 The Escrow. The purchase and sale of the Assets shall be consummated through the establishment of an escrow (the “Escrow”) with Chicago Title Company, Linda Menasche, 2365 Northside Drive Suite 500, San Diego CA 92108; (619) 521-3521; MenasheL@ctt.com (“Escrow Agent”). Upon its deposit with the Escrow Agent, this Agreement shall constitute the parties’ joint escrow instructions to the Escrow Agent. The Escrow Agent shall act in accordance with this Agreement. The parties agree to execute the general escrow instructions as may be requested by the Escrow Agent, provided that in the event of any conflict between the provisions of such general escrow instructions and the provisions of this Agreement, the provisions of this Agreement shall control. The Escrow Agent shall notify Buyer and RHF in writing of the date of receipt of this Agreement.

1.5 The Closing. Provided that all of the conditions to Closing set forth in Articles 7 and 8 have been satisfied or waived, the Escrow and the transaction contemplated hereby shall close (referred to herein as the “Closing” and the date as the “Closing Date”) by the release and delivery of documents and funds as provided herein at 10:00 a.m., Pacific Time, on the first non-Monday Business Day that is at least Five (5) days after all State Licensure approvals have been satisfied. The Closing shall be deemed to have occurred and to be effective as between the parties as of the Effective Time. For purposes of this Agreement, the term “Effective Time” shall mean 12:01 a.m., Pacific Time, on the first day following the Closing Date. On the Closing Date, Escrow Agent shall: (i) issue and deliver to Buyer the Title Policy (as defined below) or, alternatively, be irrevocably committed to issue the Title Policy, (ii) deliver to Seller by wire transfer of immediately available funds to the account or accounts designated by Seller the Purchase Price (as defined below, as adjusted by Seller and Buyer pursuant to a closing statement executed by Seller and Buyer at Closing reflecting allocations of costs and prorations of items as more particularly described herein), and (iii) deliver to Buyer and Seller such other agreements, documents and instruments as the parties instruct in the escrow instructions. On the next business day immediately following the Closing Date, Escrow Agent shall cause the grant deeds for the Real Property and any other documents which the parties mutually designate, to be recorded in the Official Records of the respective counties in which the Facilities are located.

(i) Simultaneous or Sequential Closings. The Closing Date for each Facility may be substantially simultaneous and in such case would occur when all State Licensure approvals for all Facilities have been satisfied; provided, however, that RHF may provide notice to Buyer that a Closing Date shall be scheduled and a Closing thereafter consummated in accordance with this Section 1.5 and ARTICLE 10 with respect to any one or more Sellers when all State Licensure approvals for such one or more Facilities have been satisfied, and RHF may exercise such right any number of times; provided, however, that no Closing may occur until all State Licensure approvals for at least ten Facilities have been satisfied, and at least five of such ten are Facilities located in California.

1.6 Purchase Price. The “Purchase Price” for the Assets shall be Two Hundred Three Million and No/100 U.S. Dollars (\$203,000,000.00), which shall be allocated among the Sellers in accordance with the relative, approximate fair market value of each Facility, and, further, between asset classes with respect to each Facility (with 25%-30% allocated to ongoing business value/goodwill), by the mutual written consent of RHF and Buyer during the first thirty (30) days of the Due Diligence Period. Such allocations of the Purchase Price shall be payable to the Sellers as follows:

(i) Within one (1) business day after the execution and delivery of this Agreement, Buyer shall deliver Two Million and No/100 U.S. Dollars (\$2,000,000.00) (the “Deposit”) into Escrow in the form of a wire transfer or other immediately available funds. The Deposit shall be held in an interest-bearing account for Buyer’s benefit in a segregated account at the bank at which the Escrow Agent maintains its principal depository relationship until the earlier of, (a) Buyer’s delivery of Buyer’s Approval Notice (in which case the Deposit shall be released to Seller) or, (b) the expiration of the Due Diligence Period (in which case the Deposit shall be released to Buyer). The Deposit shall be allocated between each Facility in the same proportion as the allocation of the Purchase Price made to each Facility under Section 1.6, above. The amount of the Deposit so allocated to each Facility and all interest accrued thereon (collectively, the “Escrow Funds”) shall be credited toward the Purchase Price of each Facility as it closes escrow. If this transaction, or any part of it, does not close, the Escrow Funds shall be paid to the party entitled hereto pursuant to the terms of this Agreement.

(ii) On or before the (or each) Closing Date, Buyer shall collectively cause to be deposited with Escrow Agent an amount equal to the Purchase Price (allocable to such Closing or Closings) minus the (allocable) Deposit in the form of a wire transfer or other immediately available funds (the “Cash Due at Closing”). If the Purchase Price is adjusted for any reason, or Escrow Agent’s balancing of the credits and debits due Buyer and any Seller at Closing results in a change in the net amount due such Seller hereunder, any difference shall be reflected in the Cash Due at Closing.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller represents and warrants to Buyer in Sections 2.1 through 2.8 that as of the Effective Date, with respect to it and, as applicable, its Facility:

2.1 Organization and Standing. Seller is a nonprofit corporation duly organized and validly existing under the laws of the State of its incorporation as indicated on Schedule R-A, except for Cloisters RHF Housing, L.L.C., which is a limited liability company validly existing under the laws of the State of Florida.

2.2 Capacity; Authority; Consents. Subject to Section 2.2(i), (i) Seller has full power, legal capacity and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement; (ii) the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of its obligations hereunder have been duly authorized by Seller’s board of directors and its member, if any, and no other proceedings by Seller are necessary; (iii) this Agreement constitutes, and each other instrument to be executed and delivered by Seller pursuant to the terms of this Agreement will constitute, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, and (iv) the individual(s) executing and delivering this Agreement on Seller’s behalf are duly authorized and empowered to bind Seller as contemplated hereby.

(i) The approval of the Board of Directors of Congregational Church Retirement Community with respect to the sale of that Facility commonly known as Auburn Ravine Terrace and identified as such on Schedule R-A has not yet been obtained. Such

approval is expected to occur prior to January 31, 2022. Solely with respect to such Seller and such Facility, this Agreement shall not be effective unless and until such Board consent is provided.

2.3 No Violation. Neither the execution and delivery by Seller of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Seller will violate, conflict with or result in a breach of any material provision of its Articles of Incorporation, Bylaws or other organizational documents. To Seller's actual knowledge, Seller is not in violation of any statute, rule, regulation or order of any court or Federal, state or local governmental agency or instrumentality having jurisdiction over it, its Facilities or Assets, the violation of which would have a material adverse effect on the ownership or operation of the Facilities.

2.4 Environmental Compliance. To Seller's actual knowledge, except as disclosed in any environmental assessment reports furnished by Seller (pursuant to Section 5.1(i)) to, or otherwise obtained by, Buyer (copies of which shall be provided to RHF and the applicable Seller): (a) no hazardous material has been stored or exists in, on, under or around the Real Property to be sold by Seller hereunder, other than (i) asbestos, PCBs, if any, lead emanating from lead-based paint and blood and body fluids, and (ii) such hazardous materials customarily used, stored and disposed of in skilled nursing, independent living and intermediate care facilities similar to the Facilities, which hazardous materials are used, stored and disposed of in compliance with applicable environmental laws, rules and regulations; and (b) Seller has not caused or suffered any hazardous materials other than as excepted in (a) above to be used, released, discharged, placed or disposed of at, on or under the Real Property to be sold by Seller hereunder, or any real property adjacent thereto, except in compliance with applicable environmental laws, rules and regulations. To Seller's actual knowledge, except as disclosed in any environmental assessment reports furnished by Seller (pursuant to Section 5.1(i)) to, or otherwise obtained by, Buyer, no underground storage tanks are located on the Real Property to be sold by Seller hereunder and Seller has not used any portion of the Real Property as a dump for waste material except as customarily disposed of in skilled nursing, independent living and intermediate care facilities similar to the Facilities. To Seller's actual knowledge, except for matters which were previously brought into compliance, Seller has not received any written notice from any governmental authority or any written complaint from any third party with respect to its alleged ongoing noncompliance with, or potential liability under, any applicable environmental laws, rules or regulations involving the Real Property or the Facility to be sold by Seller hereunder, nor, to Seller's actual knowledge, does it have a reasonable basis to expect the issuance of such a notice or complaint.

2.5 Title to Assets. Title to the Assets will be conveyed by Seller free and clear of all leases, liens and security interests, except: (i) the Real Property shall be subject to the Permitted Exceptions (as defined in Section 6.6); (ii) as shall be disclosed in the OTAs, including the Exhibits to the OTAs; and (iii) as consented to in writing by Buyer. No officer, director or employee of Seller owns or has any interest, directly or indirectly, in any of the Assets to be sold by Seller hereunder.

2.6 Affordable Units. With the exception of those specific units identified on Schedule 2.6 (the "Affordable Units"), there are no units within Seller's Facility that are restricted based

upon affordability. Seller is in full compliance with all terms and conditions imposed upon the Affordable Units and has not received any uncured notice of violation in connection therewith.

2.7 Knowledge. For purposes of this Agreement, the phrase “to Seller’s actual knowledge” and other similar knowledge qualifiers means the present actual (as opposed to constructive or imputed) knowledge solely of the individual(s) named with respect to such Seller on Schedule R-A in their capacity indicated thereon. Such individuals are named in this Agreement and shall be named in the OTAs solely for the purpose of establishing the scope of each of Seller’s knowledge. Such individuals shall not be deemed to be a party to this Agreement or to the OTAs nor to have made any representations or warranties hereunder, and no recourse shall be had to such individuals for any of Seller’s representations and warranties hereunder or under the OTAs (and Buyer hereby waive any liability of or recourse against such individual). Seller represents that such individuals are officers and/or employees of Seller who are knowledgeable about the Facilities. Seller represents that the individuals identified in this Section 2.7 as the knowledgeable parties have operational knowledge regarding the Real Property and Operating Assets to be sold by Seller hereunder and the matters covered by the representations and warranties of Seller set forth above.

2.8 Full Disclosure. All of Seller’s warranties and representations in this Agreement, which pertain only to the sale of the Real Property: (i) constitute a material part of the consideration hereunder; (ii) are complete, current and accurate as of the date hereof to Seller’s actual knowledge; and (iii) shall, with respect to any cause of action relating thereto, be subject to the survival periods set forth in Section 13.14. To Seller’s actual knowledge, none of the statements, representations or warranties of Seller set forth in this Article 2 misstates or omits any fact which would make such statements, representations or warranties incomplete, misleading or incorrect in any material respect.

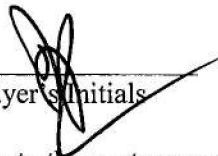
2.9 Disclaimer and Release. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RHF AND SELLERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY OTHER PARTY MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) ANY OTHER MATTER WITH RESPECT TO THE REAL PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF RHF OR ANY SELLER IS AUTHORIZED TO

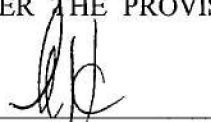
MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, EXCEPT AS EXPRESSLY SET FORTH HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF RHF OR ANY SELLER SHALL BE VALID OR BINDING UPON RHF OR ANY SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, BUYER IS RELYING SOLELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLERS SET FORTH HEREIN AND ITS OWN INVESTIGATIONS OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY SELLER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER RHF NOR ANY SELLER IS LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. BUYER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS RHF AND SELLERS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF BUYER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE OR MANAGEMENT OF THE REAL PROPERTY. THE PROVISIONS OF THIS SECTION 2.9 ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLERS TO CONVEY THE REAL PROPERTY AND SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF. BUYER ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY INVESTIGATION, AND BUYER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED RHF AND SELLERS (AND THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT AND CLAIMS ARISING FROM ANY MATERIAL BREACH OF THE EXPRESS TERMS OF THIS AGREEMENT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST RHF FOR ANY SELLER (AND THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS

REGARDING THE REAL PROPERTY, AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, RIGHT OF RESCISSION, CLAIM OR DEMAND IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE IN LAW OR IN EQUITY, INCLUDING ANY RIGHTS OF INDEMNIFICATION, CONTRIBUTION, REIMBURSEMENT, OR SIMILAR RIGHTS UNDER CERCLA. IN CONNECTION WITH THE ABOVE, BUYER EXPRESSLY WAIVE THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT, AND THAT SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION.


Buyer's Initials


RHF's Initials

Notwithstanding anything to the contrary set forth in this Section 2.9, the foregoing release is not intended to and does not cover (i) any claims arising from a material breach of any Seller's express representations and warranties set forth in this Agreement or the OTAs, (ii) intentional misrepresentation or active concealment, or (iii) any other breach by a Seller of an express obligation of such Seller under this Agreement or the OTAs which by its terms survives the Closing.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to RHF and Sellers that as of the Effective Date:

3.1 Organization and Standing. Buyer is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of California and is qualified to do business under the laws of the State of California and in each state in which any of the Facilities are located. Buyer has the requisite power and authority to own and operate the Assets in the manner in which they are presently being operated.

3.2 Capacity; Authority; Consents. Buyer has full power, legal capacity and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Buyer's obligations hereunder have been duly authorized by Buyer's members and manager, and no other proceedings on the part of Buyer are necessary in connection therewith. This Agreement constitutes, and each other instrument to be executed and delivered by Buyer will constitute, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective

terms. The individual(s) executing and delivering this Agreement on Buyer's behalf is/are duly authorized and empowered to bind Buyer as contemplated hereby.

3.3 No Violation. Neither the execution and delivery by Buyer of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Buyer will violate, conflict with or result in a breach of any material provision of the Articles of Organization, Operating Agreements or other organizational documents of Buyer, as applicable. No Buyer or New Operator, or their affiliates, has been excluded or suspended from a Federal health care program, including Medicare, Medicaid or Veterans Administration programs.

3.4 Ability to Perform. Buyer has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated in this Agreement.

3.5 Full Disclosure. All of Buyer's warranties, representations or covenants in this Agreement: (i) constitute a material part of the consideration hereunder; (ii) are true and complete, current and accurate as of the date hereof; and (iii) shall, with respect to any cause of action relating thereto, be subject to the survival periods set forth in Section 13.14. None of the statements, representations or warranties of Buyer misstates or omits any fact which would make such statements, representations or warranties incomplete, misleading or incorrect in any material respect.

ARTICLE 4. MUTUAL COVENANTS

4.1 General Covenants. Following the execution of this Agreement and until the Closing, RHF, Sellers and Buyer agree, and, where applicable, Buyer shall cause New Operators:

(i) Until such time as all consents and approvals are obtained and subject to Section 4.2, to cooperate fully with each other in preparing, filing, prosecuting, and taking any other actions which are or may be reasonable and necessary to obtain the consent of any governmental instrumentality or any third party, to accomplish the transactions contemplated in this Agreement, including the timely filing of all applications with applicable Federal and state authorities necessary to obtain new licenses, permits or Medicare or Medicaid provider agreements or to effect the change of ownership of any such licenses, permits and Medicaid and Medicare provider agreements;

(ii) To deliver such other instruments of title, certificates, consents, endorsements, assignments, assumptions and other documents or instruments, in form reasonably acceptable to the party requesting the same and its counsel, as may be reasonably necessary to carry out and/or to comply with the terms of this Agreement and the transactions contemplated herein; and

(iii) To confer on a regular basis with the other parties, report on material operational matters, including any and all regulatory violation, and promptly advise the other orally and in writing of any change or event having, or which, insofar as can reasonably be foreseen could

have, a material adverse effect on such party or which would cause or constitute a material breach of any of the representations, warranties or covenants of such party contained herein.

4.2 Licensing. Buyer shall use, and shall cause New Operators to use, their best efforts to obtain prior to the Closing Date: (i) all consents, approvals and licenses necessary to permit the consummation of the transactions contemplated in this Agreement, including such licensure and certification approval as may be necessary to enable New Operators to lawfully operate the Facilities as they are operated by Sellers, including the submission of change of ownership applications, within or prior to the timeframe required by the applicable Federal or state authority, all of which shall be made available to Buyer during the Due Diligence Period (“Required Licenses”); (ii) all consents required for the transfer or assignment of the personal property leases; and (iii) all consents required for the transfer or assignment of the Assumed Operating Contracts (as shall be defined in the OTAs) which will be assigned and transferred by Sellers to Buyer pursuant to the terms of the OTAs. Sellers shall cooperate in all reasonable respects with Buyer and New Operators, at no cost to Sellers, in New Operators’ and Buyer’s efforts to obtain such consents, approvals and licenses. Buyer acknowledges that neither RHF nor Sellers shall be liable to Buyer or New Operators in the event Buyer and New Operators are unable to obtain any such consents, approvals or licenses.

4.3 Public Announcements. The parties shall not publicly issue any press release or any written statement with respect to this Agreement or the transactions contemplated hereby; provided, however, that nothing herein shall be construed as prohibiting (i) public disclosures in connection with securing any licensing or certification approvals, or complying with regulations or other requirements of the California Attorney General or other government agencies, (ii) public disclosures to employees, patients and residents and their families and to past supporters of the Seller with respect to a potential sale of the Facilities, (iv) disclosures to the employees, directors, agents, contractors, consultants, attorneys, accountants, lenders and affiliates of the disclosing party or (v) disclosure pursuant to public announcements (including press releases) made with the prior written approval of RHF and Buyer.

4.4 Utilities. Buyer and Sellers shall cooperate to take all steps necessary to transfer all utilities related to the operation of the Facilities, including electric service, gas service, telephone service, sewage, water and trash removal, into Buyer’s or New Operators’ names, as directed by Buyer, effective as of the Effective Time.

ARTICLE 5. ADDITIONAL COVENANTS

5.1 Covenants of Sellers.

(i) Sellers’ Information; Nonreliance. To the extent in RHF’s or a Seller’s possession, such party shall deliver such due diligence materials as Buyer has requested and copies of any other materials relating to the transfer of Assets as may be reasonably requested by Buyer within ten (10) days of request from Buyer (if not previously provided to Buyer pursuant to Section 6.1). If prior to the Closing Date any Seller receives, discovers or becomes aware of any material change in the Assets or any matter affecting the Assets which would render any of the representations and warranties made by Sellers in this Agreement false or misleading, then Seller shall disclose such changes in writing to Buyer and deliver any additional related materials in

Seller's possession to Buyer as soon as reasonably possible after such receipt or discovery. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE OTAS, NEITHER SELLERS NOR RHF OR ANY OF RHF'S OR SELLERS' AGENTS, EMPLOYEES OR REPRESENTATIVES HAVE MADE, NOR ARE ANY OF THEM MAKING, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT OF THE RHF OR ANY SELLER, THE ASSETS OR THE FACILITIES, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. BUYER EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER BUYER NOR ANY OF BUYER'S AGENTS, EMPLOYEES OR REPRESENTATIVES ARE RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES OF SELLERS, RHF, OR ANY OF RHF'S OR SELLERS' AGENTS, EMPLOYEES OR REPRESENTATIVES, INCLUDING THE ACCURACY OR COMPLETENESS OF ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED.

(ii) Right of Inspection. From the date of this Agreement until the termination of this Agreement or through the Closing Date, as applicable, and subject to Section 6.2, Sellers shall permit Buyer's authorized representatives to have full access to the Facilities during regular business hours, shall make its key employees and officers reasonably available to confer with Buyer and its authorized representatives, shall make available to Buyer's representatives all books and records relating to the Facilities and the obligations and liabilities of Sellers, including contracts and agreements, filings with any regulatory authority, any financial operating data and any other information relating to each Seller's business activities with respect to the Facilities either on site at a Facility or in electronic format, as Buyer may from time to time reasonably request; provided, that Sellers shall not be obligated to make available books and records or other information relating to the Excluded Assets. Prior to the entry onto the Facilities by Buyer and their authorized representatives, Buyer agree to provide Sellers with evidence that Buyer and their authorized representatives maintain commercial general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of not less than One Million and No/100 U.S. Dollars (\$1,000,000) combined single limit for personal injury and property damage per occurrence. Such policies shall name RHF and Sellers as additional insured parties and shall provide coverage against any claim for personal liability or property damage caused by Buyer and their authorized representatives in connection with such inspections. The terms of this Section 5.1(ii) shall survive the Closing, or the termination of this Agreement, as applicable. Neither Buyer nor any of their authorized representatives shall enter a Facility without at least one (1) business day's prior notice to the applicable Seller, and such Seller's prior written or oral consent, which shall not be unreasonably withheld, conditioned or delayed to facilitate the Buyer's inspections. Buyer shall not damage or alter the Facilities (or, if there is any damage, then Buyer shall repair the same and return the Facilities to substantially the same condition). In any event, RHF and Sellers and their representatives, agents, and/or contractors shall have the right to be present during any such inspections. Buyer shall be liable for all damage or injury to any person or property resulting from, relating to or arising out of any inspection, investigation or testing performed in connection with its determination to proceed with the purchase of the Real Property and Operating Assets hereunder, whether occasioned by the acts of any Buyer or any of its representatives, including any restoration obligations as set forth in Section 6.3, and Buyer shall indemnify, defend and hold harmless RHF and such Seller and their agents, employees, officers, directors, affiliates and asset managers to the extent of any liability resulting therefrom; provided, however, such indemnification obligation shall not be applicable to Buyer's mere discovery of any pre-existing

adverse physical condition of the Real Property, except to the extent Buyer and/or their representatives aggravate such pre-existing condition. This indemnification by Buyer shall survive the Closing or the termination of this Agreement, as applicable.

ARTICLE 6. DUE DILIGENCE; TITLE

6.1 Due Diligence Period. Buyer shall have until 5:00 p.m., Pacific Time, on the day that is forty five (45) days after the Effective Date (the “Due Diligence Deadline,” and the period starting on the Effective Date and ending on the Due Diligence Deadline being the “Due Diligence Period”) to approve or disapprove, at their sole and absolute discretion and at their sole expense, the suitability of the Assets for Buyer’s intended use. This 45-day Due Diligence Period may be extended by Buyer for an additional fifteen (15) days if necessary due to the timing of receipt of third party reports, and upon Buyer’s written notice to RHF and Sellers prior to the Due Diligence Deadline.

6.2 Due Diligence Materials. RHF and Sellers shall provide access to Buyer, within five (5) days of Opening of Escrow, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of RHF or any Seller. Buyer, at Buyer’s expense, shall have the right to obtain such title reports, litigation and lien searches, environmental reports, property appraisals, engineering and building condition reports, surveys, and other information and reports concerning the Assets, as Buyer may reasonably require, and Sellers agree to cooperate with Buyer, at no expense to Sellers, in obtaining such third party reports.

6.3 Termination Rights. From the Effective Date and continuing until the Close of Escrow or earlier termination of this Agreement, and subject to the requirements of Section 5.1(ii), Buyer, at its expense, shall have access to, and the right to examine the Assets, all books and records thereof and pertaining thereto, and title to the Facilities and to conduct such environmental, structural and geological assessments on the Facilities as Buyer, in its discretion, deems reasonably necessary or appropriate without disruption to the operation of the business of the Sellers. Buyer shall restore as nearly as practicable the Facilities to their prior condition after completion of all such assessments and inspections; provided that Buyer shall have no responsibility or liability for any act or omission of any Seller or its agents, employees or contractors and/or for any adverse condition or defect affecting a Facility to the extent not caused by Buyer or its employees, agents, contractors, or subcontractors (including those discovered during their inspections). In the event that such examination of the Assets, the books and records, the Facilities and such environmental assessments are satisfactory to Buyer, Buyer shall deliver to Escrow Agent and RHF, prior to the expiration of the Due Diligence Period, written notice that Buyer approves its feasibility analysis (“Buyer’s Approval Notice”), in which case the Deposit shall be released to Sellers, this Agreement shall remain in full force and effect, and Buyer’s obligation to purchase the Property shall be non-contingent and unconditional except in the event of a Seller default beyond all applicable notice and cure period, or failure of an express condition to Buyer’s performance. If Buyer fails to deliver Buyer’s Approval Notice prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have disapproved its feasibility analysis, whereupon Buyer shall be entitled to a refund of the Deposit, and this Agreement shall terminate and no party shall have any further rights, duties or obligations hereunder except as expressly survive the termination hereof.

6.4 From the date of delivery of Buyer's Approval Notice to the Closing, Buyer shall be entitled to operate the Facilities, subject to state regulatory agency requirements, pursuant to an operating/management agreement to be negotiated during the Due Diligence Period.

6.5 Title Review Period. Escrow Agent shall promptly cause Chicago Title Company (the "Title Insurer") to issue to Buyer a current preliminary title report covering the Real Property (the "Title Report"), together with readable copies of all instruments of record referred to therein. Buyer may, at Buyer's election, deliver to Escrow Agent and Title Insurer an ALTA survey of the Real Property and request that the Title Insurer issue an extended coverage owner's policy of title insurance, provided that issuance of such extended coverage shall not be a condition precedent to Closing. Buyer shall have until the Due Diligence Deadline (the "Title Review Period" and the last day of that period being the "Title Objection Deadline") to notify RHF in writing of any objection to exceptions contained in the Title Report or on an ALTA/ACSM survey of the Real Property (the "Survey"). If Buyer fails to so make an objection by the Title Objection Deadline, Buyer shall be deemed to have approved the condition of title to the Real Property as reflected in the Title Report and on the Survey. If Buyer timely object to any exception(s) in the Title Report or on the Survey, RHF shall have the right, but not the obligation, to cause the removal of such exception to title or to cause the Title Insurer to commit to issuance of an endorsement reasonably acceptable to Buyer insuring against such exception to title. In the event RHF determine that it is unable or unwilling to remove any one or more of such exception(s) to title, RHF shall so notify Buyer in writing ("RHF's Election to Not Correct Objections") within three (3) business days after it receives Buyer's notice of objection. Failure of RHF to so notify Buyer within such three (3) business day period shall be deemed RHF's election not to remove such exceptions to title and/or not to cause the Title Insurer to commit to issuance of an endorsement reasonably acceptable to Buyer insuring against such exceptions to title. Buyer may, at its option, terminate this Agreement within three (3) business days after Buyer receives RHF's Election to Not Correct Objections or immediately upon RHF's failure to deliver notice of its election within the three (3) business day period described above. Upon such termination, Buyer shall be entitled to the return of the Escrow Funds, and except as expressly provided herein, the parties shall have no further liability under this Agreement. Notwithstanding anything contained herein to the contrary, Buyer shall not be required to object to delinquent tax liens, judgment liens, mechanic liens, deeds of trust or other security interests in the Title Report, it being agreed that all such delinquent tax liens, judgment liens, mechanic liens, deeds of trust and security interests shall be removed by Sellers at or prior to the Closing Date.

6.6 New Exceptions. If additional exception(s) to title are disclosed after the date of the Title Report, then Buyer's approval or deemed approval of such exception(s) to title shall be a condition precedent to Buyer's obligation to buy the Assets. Unless Buyer give written notice to RHF that it disapproves any such additional exception(s) to title on or before the Title Objection Deadline or the date that is three (3) business days after the disclosure of such additional exception(s), whichever is later, Buyer shall be deemed to have approved such additional exception(s). If Buyer timely object in writing to any such additional exception(s), RHF shall have the right, but not the obligation, to cause the removal of such additional exception(s) to title or to cause the Title Insurer to commit to issuance of an endorsement reasonably acceptable to Buyer insuring against such exception(s) to title. In the event Buyer timely object in writing to any such additional exception(s), and RHF determines that it is unable or unwilling to remove any one or more of such additional exception(s) to title, RHF shall so notify Buyer in writing ("RHF's

Election to Not Correct Additional Objections”) within three (3) business days after it receives Buyer’s notice of objection. Failure of RHF to so notify Buyer within such three (3) business day period shall be deemed RHF’s election not to remove such additional exception(s) to title and/or not to cause the Title Insurer to commit to issuance of an endorsement reasonably acceptable to Buyer insuring against such exception(s) to title. Buyer may, at its option, terminate this Agreement within three (3) business days after Buyer receives RHF’s Election to Not Correct Additional Objections or immediately upon RHF’s failure to deliver notice of its election within the three (3) business day period described above. Upon such termination, Buyer shall be entitled to the return of the Escrow Funds and, except as expressly provided in this Agreement, the parties shall have no further liability under this Agreement. Notwithstanding the foregoing provisions, Sellers covenant that they will not knowingly cause the creation of additional exception(s) to title after the Effective Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything contained herein to the contrary, Buyer shall not be required to object to delinquent tax liens, judgment liens, mechanic liens, deeds of trust or other security interests constituting additional exceptions, it being agreed that all such delinquent tax liens, judgment liens, mechanic liens, deeds of trust and security interests shall be removed by Sellers at or prior to the Closing Date.

6.7 Title Policy. At the Closing, Sellers will cause the Title Insurer to issue to Buyer a CLTA or ALTA standard owner’s policy of title insurance (the “Title Policy”) (depending on the location of such Real Property) with liability equal to that portion of the Purchase Price allocable to such Seller’s Real Property, showing fee simple title to the Real Property vested in Buyer, as applicable, with such title coverages, endorsements or other assurances requested by Sellers to cure Buyer’s title or survey objection pursuant to Section 6.4 or Section 6.5, subject only to the following “Permitted Exceptions”: (i) the lien of non-delinquent real property taxes and assessments; (ii) the matters approved or deemed approved as provided in Section 6.4 and Section 6.5; and (iii) such matters which have been created by or for the benefit of Buyer. If Buyer desires ALTA (for California properties) or extended coverage or any title endorsements or other additions to the Title Policy or any survey, or any lender’s title insurance, Buyer shall be responsible therefor. Buyer shall pay for the cost of any such extended title coverages, endorsements, other assurances or survey desired by Buyer, except that Sellers shall pay for standard title coverages and such title coverages, endorsements or other assurances obtained by Sellers to cure Buyer’s title or survey objection pursuant to Section 6.4 or Section 6.5. The willingness or ability of the Title Insurer to issue any such additional coverages or endorsements, other assurances, survey or lender’s title insurance (other than the standard coverage “Owner’s” policy and such additional coverages and endorsements obtained by Sellers pursuant to Section 6.4 or Section 6.5 to cure Buyer’s title or survey objection) is not a condition of Closing.

ARTICLE 7. CONDITIONS TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to close the transactions contemplated in this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which is for the sole benefit of Buyer and may be waived by Buyer at Buyer’s sole option by delivery to RHF of a written notice of such waiver.

7.1 Compliance with Agreement. RHF and Sellers shall have performed all of their obligations hereunder, and Sellers' representations and warranties in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

7.2 Required Licenses. Sellers shall have satisfied their respective covenants in the OTAs relating to the Required Licenses.

7.3 Operations Transfer Agreements. No material default by the applicable Current Operator shall have occurred under any of the OTAs that would reasonably be expected to have a material adverse effect on the applicable Facility.

7.4 Delivery of Seller Closing Items. Sellers shall have deposited in Escrow or otherwise delivered to Buyer all of the Seller Closing Items (as defined below).

7.5 Unfavorable Action or Proceeding. On the Closing Date, no orders, decrees, judgments or injunctions of any court or governmental body shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could prevent or cause the rescission of, the consummation of the transactions contemplated in this Agreement.

7.6 Attorney General Consent. The Attorney General of each State in which a Facility is located (or such other such government agency that is required to grant waiver or consent), to the extent required, shall have granted a waiver or consent (that may contain conditions) allowing the sale of the Assets to Buyer pursuant to the terms of this Agreement and any other transactions contemplated in this Agreement that may require such waiver or consent. It is acknowledged that such waiver or consent will include conditions upon the consummation of this transaction and that such conditions will not be known prior to the expiration of the Due Diligence Period. In the event any such conditions imposed are unreasonable and unacceptable, in the reasonable discretion of Buyer, with respect to any individual Facility, then Buyer may terminate this Agreement with respect to such Facility only (or terminate the separate purchase agreement for such Facility) and receive a refund of the Deposit allocated to such Facility.

7.7 Affordable Units. Buyer shall have received an estoppel certificate and consent from the governmental agency for which the Affordable Units are accountable confirming that there are no uncured violations in connection therewith and consenting to the assumption of the obligations thereunder by Buyer.

7.8 Consent of Board of Directors of Auburn Ravine Terrace. On or prior to January 31, 2022, the Board of Directors of the Seller of the Facility identified on Schedule R-A as Auburn Ravine Terrace shall have consented to the transactions contemplated by this Agreement as it relates to such Facility.

ARTICLE 8. CONDITIONS TO OBLIGATIONS OF SELLERS TO CLOSE

The obligations of Sellers to close the transactions contemplated in this Agreement are subject to the satisfaction, on or before the Closing Date(s), of the following conditions, each of

which is for the benefit of RHF and Sellers and may be waived by RHF at its sole option by delivery to Buyer of a written notice of such waiver.

8.1 Compliance with Agreement. Buyer shall have performed all of their obligations hereunder, and Buyer's representations and warranties in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

8.2 Required Licenses. Buyer and New Operators shall have satisfied their respective covenants in the OTAs relating to the Required Licenses.

8.3 Operations Transfer Agreements. No material default by the applicable New Operator shall have occurred under any of the OTAs that would reasonably be expected to have a material adverse effect on any Seller or its Facility.

8.4 Attorney General Consent. The Attorney General of each State in which a Facility is located (or such other such government agency that is required to grant waiver or consent), to the extent required, shall have granted a waiver or consent (that may contain conditions) allowing the sale of the Assets to Buyer pursuant to the terms of this Agreement and any other transactions contemplated in this Agreement that may require such waiver or consent.

8.5 Delivery of Buyer Closing Items. Buyer shall have deposited in Escrow or otherwise delivered to RHF all of the Buyer Closing Items (as defined below).

8.6 Unfavorable Action or Proceeding. On the Closing Date, no orders, decrees, judgments or injunctions of any court or governmental body shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, or which could prevent or cause the rescission of, the consummation of the transactions contemplated in this Agreement.

8.7 Consent of Board of Directors of Auburn Ravine Terrace. On or prior to January 31, 2022, the Board of Directors of the Seller of the Facility identified on Schedule R-A as Auburn Ravine Terrace shall have consented to the transactions contemplated by this Agreement as it relates to such Facility.

ARTICLE 9. RISKS AND REMEDIES


9.1 Remedies Prior to or on Closing.

(i) Default of Seller. In the event of any material misrepresentation by any Seller hereunder or under the OTAs, or any breach or default of any material warranty, covenant, agreement, condition or other obligation of any Seller hereunder or under the OTAs, Buyer, as its sole and exclusive remedy, may, subject to Section 9.2, either (A) terminate this Agreement (other than the surviving obligations) and receive a refund of the Deposit from Seller or Escrow Agent, or (B) enforce specific performance of this Agreement. Buyer hereby expressly waives any right which it may have to sue RHF or any Seller for damages of any kind, unless a court of competent jurisdiction determines that the remedy of specific performance is not available to Buyer, in which event: (x) if the failure to close occurs as a direct result of a willful act or intentional omission of Seller, Buyer may bring an action for Buyer's damages measured by the loss of the benefit of its

bargain, but not to exceed, cumulatively, Two Million and No/100 U.S. Dollars (\$2,000,000.00), with each Seller's total liability capped at the allocable amount of such cumulative total in the same proportion as the allocation of the Purchase Price made to such Seller's Facility under Section 1.6, above ; and (y) if the failure to close occurs as a direct result of a negligent act or omission of any Seller, Buyer may bring an action for Buyer's damages which shall be specifically limited to its actual, documented reasonable third-party out of pocket expenditures incurred in connection with its due diligence investigations of the Assets (and Buyer agree to provide evidence of such expenditures to Seller), and in no event shall Sellers cumulative for such damages exceed Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00). Buyer acknowledge and agree that any assertion by Buyer of the damage remedy in subsection (i)(x) hereof in any specific performance proceeding will terminate Buyer's right to pursue such damage claim, and in the event specific performance is not available Buyer's remedy will be limited to that provided in subsection (i)(y) hereof. Notwithstanding the foregoing, in no event shall any Seller be liable to Buyer for any punitive, speculative, consequential or other damages.

(ii) Default of Buyer. IN THE EVENT THAT AFTER THE DUE DILIGENCE DEADLINE BUYER OR NEW OPERATORS FAIL TO CLOSE THE PURCHASE OF ASSETS HEREUNDER OR UNDER THE OTAS (OTHER THAN BY REASON OF ANY MATERIAL MISREPRESENTATION, BREACH OR DEFAULT OF SELLERS), OR IN THE EVENT OF ANY MATERIAL MISREPRESENTATION BY BUYER HEREUNDER OR BY NEW OPERATORS UNDER THE OTAS, OR OF ANY BREACH OR DEFAULT OF ANY WARRANTY, COVENANT, AGREEMENT, CONDITION OR OTHER OBLIGATION OF BUYER HEREUNDER OR BY NEW OPERATORS UNDER THE OTAS, RHF MAY, SUBJECT TO SECTION 9.2, TERMINATE THIS AGREEMENT (EXCEPT FOR THE OBLIGATIONS WHICH EXPRESSLY SURVIVE TERMINATION) AND RHF THEREUPON SHALL BE ENTITLED TO RECEIVE OR RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES (AND NOT AS A FORFEITURE OR PENALTY) AND AS RHF'S AND SELLERS' SOLE REMEDY AND RELIEF HEREUNDER, WHICH IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO RHF AND SELLERS PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE MADE THIS PROVISION FOR LIQUIDATED DAMAGES BECAUSE IT WOULD BE DIFFICULT TO CALCULATE, ON THE DATE HEREOF, THE AMOUNT OF ACTUAL DAMAGES FOR ANY SUCH MISREPRESENTATION, BREACH OR DEFAULT, AND THE PARTIES AGREE THAT THESE SUMS REPRESENT REASONABLE COMPENSATION TO RHF AND SELLERS FOR SUCH MISREPRESENTATION, BREACH OR DEFAULT. RHF AND SELLERS HEREBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389, EXCEPT TO THE EXTENT NECESSARY TO ENFORCE THIS SECTION 9.1(ii). THE PARTIES AGREE THAT THIS PROVISION IS INTENDED TO COMPLY WITH CALIFORNIA CIVIL CODE SECTION 1671, ET. SEQ. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THIS SECTION 9.1(ii) SHALL NOT LIMIT OR AFFECT ANY OF BUYER INDEMNITIES AS PROVIDED IN OTHER SECTIONS OF THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 9.1(ii) SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.





Buyer's Initials

RHF's Initials

9.2 Notice of Default. Notwithstanding anything contained herein to the contrary, no party to this Agreement may claim termination or pursue any other remedy (other than injunctive relief) on account of a misrepresentation or a breach of a covenant or warranty by the others, without first giving such other party(ies) written notice of such misrepresentation or breach and providing not less than ten (10) business days within which to cure such misrepresentation or breach. The Closing Date, if necessary, shall be postponed to afford such opportunity to cure.

9.3 Risk of Loss. Until the Closing Date, Sellers (a) shall bear all risk of loss with regard to the Assets (whether or not insured), (b) shall cause to be maintained in full force and effect fire and extended coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost of the Real Property, Inventory and Personal Property, and (c) shall comply with all requirements of all such insurance policies. Prior to the Closing Date, Sellers shall not reduce or cancel the amount of coverage of any insurance policy pertaining to the Real Property, Inventory and Personal Property. In the event that all or any part of the Real Property, Inventory or Personal Property is damaged or destroyed by fire, windstorm or any other casualty on or prior to the Closing Date, any such Seller shall immediately notify Buyer of such damage or destruction. In the event that such damage or destruction is in the aggregate more than Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) with respect to a particular Facility, Buyer shall have the option to: (x) terminate this Agreement as to such affected Facility by written notice delivered to RHF within ten (10) days after Buyer's receipt of notice of such damage or destruction, in which case the parties shall have no further obligations hereunder, or (y) proceed with the transactions contemplated in this Agreement without abatement of the Purchase Price, in which case (except with respect to amounts relating to Excluded Assets) (i) all insurance proceeds shall be deemed to have been absolutely and irrevocably assigned to and be payable directly to Buyer, (ii) after the Closing, Buyer shall have the right to conduct all settlement proceedings with respect to the insurance claims, (iii) Buyer shall receive credit for any deductible amount under any such insurance policy and (iv) such Sellers shall deliver to Buyer through Escrow an unconditional assignment of all insurance proceeds. If this Agreement is not terminated, such Sellers shall not be obligated to repair any damage or destruction.

9.4 Condemnation. If condemnation or eminent domain proceedings or an agreement with a governmental agency in lieu of such proceedings should affect all or a material portion of the land or of the improvements on the land constituting the Real Property prior to the Closing, Buyer may, at its option, either (i) terminate this Agreement by written notice to RHF, as to such affected Facility, in which event the Escrow Funds shall be returned to Buyer, and no party shall have any further liability hereunder, or (ii) elect to consummate this transaction without abatement of the Purchase Price, in which event any such Sellers shall assign to Buyer all of their right, title and interest in and to any award made or to be made in connection with such proceedings or agreement (except with respect to amounts relating to Excluded Assets), and shall permit Buyer to conduct all negotiations and enter into all agreements with respect thereto. Buyer's rights hereunder shall be cumulative, and Buyer shall have the foregoing rights in the case of each such condemnation or eminent domain proceeding.

9.5 Seller's Indemnification. From and after the Closing Date, and subject to the survival periods set forth in Section 13.14, Sellers shall indemnify, defend and hold Buyer, New Operators, and their respective officers, directors, employees, shareholders and affiliates (“Buyer Indemnified Parties”), harmless for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including costs of investigation, interest, penalties, reasonable attorneys’ fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the Buyer Indemnified Parties which arise out of, result from or are related to any of the following:

(i) except as otherwise provided in this Agreement, any and all obligations and liabilities relating to the ownership of a Facility by such Seller that exist as of the Effective Time,

(ii) any misrepresentation of a material fact, breach of warranty or nonfulfillment of any material agreement on the part of such Seller under this Agreement or in any certificate required to be furnished to Buyer hereunder;

(iii) any failure by such Seller in connection with the transactions contemplated herein to comply with the requirements of any State, federal or local laws or regulations relating to bulk sales or transfers, whether or not Buyer have waived such Seller’s compliance therewith; or

(iv) any Excluded Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, (i) RHF and Sellers shall have no liability or indemnification obligation to Buyer with respect to the condition of the Assets, and Section 2.9 shall govern with respect to such condition, (ii) RHF shall have no liability or indemnification obligation to Buyer pursuant to this Section 9.5, (iii) the cumulative amount which may become due to Buyer pursuant to subsections (ii) and (iii) above, together, shall be no more than TWO MILLION DOLLARS (\$2,000,000), and (iv) no Seller may be held liable for any indemnification obligation or other liability to Buyer pursuant to this Section 9.5 or any other provision of this Agreement which arises out of, results from or is related to the act or omission of another Seller such that, for the avoidance of doubt, no Seller shall be held jointly or severally liable for the acts or omissions of another Seller. Notwithstanding the foregoing, there shall be no limitation with regard to reimbursement obligations relating to Medicaid and Medicare reimbursement, chargebacks or prorations, in each case relating to the operation of any Facility prior to Closing or, if earlier, the transfer of the operations of such Facility pursuant to an OTA.

9.6 Buyer Indemnification. From and after the Closing Date, Buyer shall indemnify, defend and hold RHF and Sellers, and their respective officers, directors, employees, shareholders and affiliates (the “Seller Indemnified Parties”), harmless for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including costs of investigation, interest, penalties, reasonable attorneys’ fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the Seller Indemnified Parties which arise out of, result from or are related to and of the following:

(i) any misrepresentation of a material fact, breach of warranty or nonfulfillment of any material agreement on the part of Buyer under this Agreement or in any certificate required to be furnished to Seller hereunder; or

(ii) Buyer's or New Operators' operation of the Facilities on and after the Effective Time.

9.7 Indemnification Procedures. Buyer and Sellers agree that, upon receipt by any party of a claim in respect of which any indemnity may be sought hereunder, such party (the "Claimant") shall give written notice (the "Notice of Claim") to the other (the "Indemnitor") and to RHF within ten (10) days of receiving such claim. Indemnification shall nevertheless be available to any Claimant who fails to timely give the required Notice of Claim unless the Indemnitor was both unaware of the claim and was prejudiced by the failure to timely receive the Notice of Claim. The Indemnitor shall be entitled at its own expense to participate in the defense of any claim or action against the Claimant. The Indemnitor shall have the right to assume the entire defense of such claim provided that (i) Indemnitor gives written notice of its desire to defend such claim (the "Notice of Defense") to the Claimant within fifteen (15) days after Indemnitor's receipt of the Notice of Claim; (ii) Indemnitor's defense of such claim shall be without cost to Claimant or prejudice to Claimant's rights; (iii) counsel chosen by Indemnitor to defend such claim shall be reasonably acceptable to Claimant, (iv) the Indemnitor shall bear all costs and expenses in connection with the defense of such claim; (v) Claimant shall have the right, at Claimant's expense, to have Claimant's counsel participate in the defense of such claim; and (vi) Claimant shall have the right to receive periodic reports from Indemnitor and Indemnitor's counsel with respect to the status and details of the defense of such claim and shall have the right to make direct inquiries to Indemnitor's counsel in this regard. Solely for purposes of subparagraph (vi) above, the submission of reports by Indemnitor's counsel to Claimant, pursuant to subsection (vi) above, shall not be deemed a waiver by Indemnitor of the attorney-client privilege.

ARTICLE 10. CLOSING

10.1 Sellers' Obligations at Closing. On or before the Closing Date, RHF shall deposit into Escrow, or deliver or cause to be delivered directly to Buyer, all of the following, which are referred to herein as "Seller Closing Items":

(i) Evidence of all required board and member, if any, approvals authorizing the execution and performance of this Agreement and the OTAs on behalf of RHF and Sellers;

(ii) All releases, waivers and satisfactions necessary to deliver title and/or satisfy any requirements under Article 6 of this Agreement for issuance of the Title Policy;

(iii) A certificate of an authorized representative of RHF and each Seller certifying to Buyer (a) compliance with such party's covenants set forth in this Agreement and (b) the accuracy in all material respects of all representations and warranties of such Seller set forth in this Agreement on and as of the Closing Date to such Seller's actual knowledge;

(iv) Evidence that each Seller, as applicable, has received a written waiver or consent from the California Attorney General allowing the sale of the Assets to Buyer pursuant to

the terms of this Agreement and any other transactions contemplated in this Agreement that may require such waiver or consent;

(v) All necessary instruments of transfer, properly executed by Sellers and acknowledged, conveying, transferring and assigning to the respective Buyer all of Sellers' right, title and interest in and to the Assets, all in form and substance reasonably satisfactory to Buyer and Sellers, including:

(a) A grant deed or equivalent deeds for each Facility from the respective Seller, appropriate to the State in which such Facility is located, conveying each Facility to Buyer;

(b) A Bill of Sale and an Assignment and Assumption Agreement from Sellers to each New Operator, in the forms attached to the OTAs, which shall include the Operating Assets to be conveyed to the New Operators pursuant to this Agreement and the OTAs; and

(c) The original certificates of title to all motor vehicles transferred under the OTAs; provided, that Buyer may designate New Operators to take title to such motor vehicles;

(vi) All keys and combinations for all locks on the Real Property and for all motor vehicles, which Sellers shall immediately deliver to Buyer upon Closing; and

(vii) Such other forms and documents as Buyer or Escrow Agent may reasonably request in order to effectuate the transactions contemplated hereby and close the Escrow.

10.2 Buyer's Obligations at Closing. On or before the Closing Date, Buyer shall deposit in Escrow, or deliver or cause to be delivered directly to RHF, all of the following, which are referred to herein as the "Buyer Closing Items":

(i) Evidence of all required member and manager approvals authorizing the execution and performance of this Agreement and the OTAs on behalf of Buyer;

(ii) The Cash Due at Closing, plus other amounts required to be deposited by Buyer to pay for Buyer's share of costs and prorations, by wire transfer or other form of immediately available funds acceptable to Escrow Agent;

(iii) A certificate of the managing member of Buyer certifying to RHF and Sellers on and as of the Closing Date of (a) compliance with such Buyer's covenants set forth in this Agreement and (b) the accuracy in all material respects of all representations and warranties of such Buyer set forth in this Agreement; and

(iv) Such other documents, forms, certifications, instructions or items as RHF, Sellers or Escrow Agent may reasonably request to effectuate the transactions contemplated hereby and close the Escrow.

10.3 Costs and Prorations. The costs of the transaction and the expenses related to the ownership and operation of the Facilities shall be allocated between Sellers and Buyer as follows.

(i) All items to be prorated shall be prorated (a) as of the Effective Time, with Sellers responsible therefor or entitled thereto for the period prior to the Effective Time, and with Buyer responsible therefor or entitled thereto for the period from and after the Effective Time, (b) on the basis of actual days elapsed in the relevant accounting, revenue or expense period and, (c) if exact information is not available, shall be estimated based on the most recent information available. If, after netting together all credits due each party hereunder, there is a net credit due (x) Buyer, such credit shall reduce, dollar-for-dollar, the Cash Due at Closing; or (y) Sellers, such credit shall increase, dollar-for-dollar, the Cash Due at Closing.

(ii) Sellers shall pay any and all transfer, documentary stamp, recording fee, excise tax or other fee, tax, charge or assessment which may be imposed by any governmental agency on the sale or transfer of the Real Property to Buyer or the recording of the grant deeds or equivalent deeds to be delivered to Buyer as provided herein.

(iii) Buyer shall pay any sales tax due on the transfer of title to the Operating Assets to New Operators.

(iv) Seller shall pay the equivalent cost of a standard ALTA Owner's Title Policy, and Buyer shall pay the excess cost of ALTA extended coverage and any endorsements which it elects to secure.

(v) Real property and personal property taxes, assessments and other impositions shall be prorated as of the Effective Time.

(vi) The parties shall each pay their own attorney's fees.

(vii) Buyer and Sellers shall share any Escrow fees on a 50-50 basis.

(viii) Sellers shall pay all costs associated with obtaining and recording any releases necessary to cause the monetary liens affecting the Real Property to be discharged in accordance with the terms of this Agreement, and with any liens encumbering the motor vehicles of Sellers and any liens, encumbrances or other security interests affecting any of the Assets that are unpaid as of the Closing. Escrow Agent shall use Seller's Purchase Price proceeds to discharge any or all such encumbrances on the Real Property (other than Permitted Exceptions) and obtain the corresponding releases through Escrow at Closing. Buyer shall pay all recording costs for any financing documents.

(ix) Utility charges accrued as of the Effective Time shall be estimated based on prior charges, and shall be prorated between the parties as of the Effective Time.

(x) Personal property lease payments, plus all other income and expenses which are normally prorated upon the sale of assets of a going concern, advance payments, prepayments, prepaid expenses and utility deposits shall be prorated as of the Effective Time.

Notwithstanding the foregoing provisions, there shall be no prorations under this Agreement for employment related matters, as such matters are governed by, and shall be prorated pursuant to, the terms of the OTAs.

ARTICLE 11. POST CLOSING

11.1 Delivery of Possession. Sellers shall tender possession of the Facilities to Buyer as of the Effective Time, subject to the rights of tenants and residents occupying the Facilities pursuant to occupancy agreements between Sellers and such tenants or residents, and such other residents who have been admitted to the Facilities in the ordinary course of each Seller's business. Notwithstanding the foregoing, Sellers shall not be obligated to evict, and it shall not be deemed a condition precedent to Closing for any Seller to evict, any residents occupying any Facility as of the Closing Date, and Buyer shall cause the New Operators to assume any occupancy agreements with such residents pursuant to the OTAs.

11.2 Access. In connection with (i) the transition of the Facilities pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, and (iii) Sellers' obligations under the Excluded Liabilities, Buyer shall after the Closing Date give RHF, Sellers, and RHF's and Sellers' affiliates and their respective representatives access during normal business hours to Buyer's books, accounts and records, resident medical and facility records and all other relevant documents and information with respect to the assets, liabilities and business of the Facilities as representatives of the same may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Facilities.

ARTICLE 12. DISPUTE RESOLUTION

12.1 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration as set forth in Section 12.2. Any party may commence mediation by providing to JAMS and the other party or parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties to such mediation agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Any party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS' Streamlined Arbitration Rules and Procedures or by written agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements above. All applicable statutes of limitation and defenses based on the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

12.2 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

ARTICLE 13. MISCELLANEOUS

13.1 Assignment. None of the parties may assign this Agreement to any other party or parties and any such attempted assignment will be void, provided that notwithstanding anything herein to the contrary, this Agreement may be assigned, upon written notice to RHF, in whole or in part to an affiliate of a Buyer if such affiliate agrees to be bound by the terms hereof, provided no such assignment shall relieve such Buyer of its obligations hereunder and that such Buyer or an entity controlling such Buyer retains control of such affiliate.

13.2 Further Assurances. Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments reasonably necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by another party or parties to perfect or evidence their rights hereunder.

13.3 Brokerage. The parties represent and warrant to each other that they have dealt only with Dan Revie of Ziegler ("Broker") in connection with this Agreement. The parties represent and warrant to each other that, other than Broker, they have not dealt with or utilized the services of any other real estate broker, sales person or finder in connection with this Agreement, and each party agrees to indemnify the other party from and against all claims for brokerage commissions and finder's fees arising from or attributable to the misrepresentations, acts or omissions of the indemnifying party. Broker is to be paid a commission by Sellers pursuant to a separate agreement and Broker shall not be deemed a party or third party beneficiary of this Agreement.

13.4 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement, the OTAs and the other agreements and documents referred to in this Agreement.

13.5 Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery, (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as provided below, (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service, (iv) if by facsimile, on the date of transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) or (v) if by electronic mail, on the date of transmission, in each case addressed as follows:

If to Seller:

Retirement Housing Foundation
911 N Studebaker Rd
Long Beach, CA 90815
Attn: Robert Amberg, Esq.
Phone: (562) 257-5105
Fax: (562) 430-8543
Email: Robert.Amberg@rhf.org

with a copy to:

Ofer Lion, Esq.
Seyfarth Shaw LLP
601 South Figueroa Street
Suite 3300
Los Angeles, CA 90017
Phone: (213) 270-9668
Email: olion@seyfarth.com

If to Buyer:

Pacifica Companies LLC
1775 Hancock Street, Suite 200
San Diego, CA 92110
Attn: Deepak Israni
Phone: (619) 296-9000
Fax: (619) 296-9090
Email: disrani@pacificacompanies.com

with a copy to:

Thomas P. Sayer, Jr., Esq.
9984 Scripps Ranch Blvd. #284
San Diego, CA 92131
Phone: (858) 335-9590
Fax: (619) 296-9090
E-mail: tsayer1@gmail.com

If to Escrow Agent:

Chicago Title Company
Attn: Linda Menasche
2365 Northside Drive, Suite 500
San Diego CA 92108
Phone: (619) 521-3521
E-mail: MenasheL@ctt.com

Any party may change its above-designated address by giving the other parties written notice of such change in the manner set forth above.

13.6 Applicable Law; Jurisdiction. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of California without regard to conflict of laws. Except in respect of an action commenced by a third party in another jurisdiction, the parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the Superior Court of the State of California in Los Angeles County, California, and hereby irrevocably submit to the jurisdiction of any such court.

13.7 Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be electronically signed pursuant to the terms of the ESIGN Act of 2000. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility and that such electronic signatures are legally binding. A manual signature on this Agreement or certificates to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery

of copies of this Agreement or certificates to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such certificates for all purposes.

13.8 Construction. This Agreement has been negotiated by and among the parties in arms-length negotiations, with the same being responsible for its drafting. All parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against any party, but in accordance with the plain language and intent hereof. The captions of articles, sections and subsections of this Agreement have been inserted solely for the purposes of convenience and reference, and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Unless the context otherwise requires, references to articles, sections and exhibits shall be to the articles or sections of, or exhibits to, this Agreement. Exhibits referred to in this Agreement and in the OTAs, whether attached hereto or thereto at the time of this Agreement's execution and delivery or thereafter, are hereby incorporated into this Agreement and made a part hereof. "Including" and words of similar import mean "including without limitation" or "but not limited to," and "or" is used in the inclusive sense. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

13.9 Waiver. Waiver by a party of the performance of any covenant, condition or promise of another party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of any party of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

13.10 Severability. Should any part of this Agreement be declared invalid for any reason, such decision shall not affect or impair the validity of the remaining part or parts hereof, and this Agreement shall remain in full force and effect as to all parts not declared invalid or unenforceable as if the same had been executed with the invalid or unenforceable portion(s) thereof eliminated.

13.11 Entire Agreement. This Agreement, together with the OTAs and the exhibits to OTAs and to this Agreement, and including the Recitals, which are hereby incorporated herein as operative provisions hereof, comprises the entire agreement among the parties hereto with respect to the subject matter hereof, shall be construed together and shall supersede all prior agreements and undertakings of the parties, provided that the confidentiality provisions in the letter of intent dated December 2, 2021 shall remain in effect until, but not after, the Closing. This Agreement may not be amended or modified except by written instrument signed by all of the parties hereto.

13.12 No Unintended Beneficiaries. This Agreement is solely between the parties hereto, and shall not create any right or benefit in any third party, including any creditor, agent, officer, employee or affiliate of any party hereto or any entity or agency having jurisdiction over the Required Licenses, the Facilities or the operation of the business therein.

13.13 Effect of Termination. The termination of this Agreement shall operate to terminate the OTAs and any other agreements and documents executed in connection with the transfer of the Assets to Buyer or New Operators; provided that such termination shall not diminish a party's rights and remedies for a breach or default by another party as provided in this Agreement, or

otherwise affect the rights and obligations of the parties which expressly survive termination of this Agreement.

13.14 Survival of Representations and Warranties. The respective representations and warranties covenants and remedies of Buyer and each Seller made in this Agreement or in any certificate delivered at each Closing pursuant to this Agreement, including the obligations of indemnity hereunder, shall survive the respective Closing for a period of twelve (12) months (or earlier, if such shorter time period is effectuated by an OTA), at which time any cause of action relating thereto shall expire.

13.15 State Specific Provisions. The following state specific provisions apply with respect to each Facility located in such state:

(i) California.

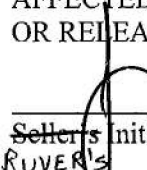
(a) Bulk Sales. Buyer hereby waives compliance by Seller with the requirements, if any, of Article 6 of the California Uniform Commercial Code and all other similar laws applicable to bulk sales and transfers.

(b) Natural Hazard Disclosure Statement. As used herein, the term “Natural Hazard Area” shall mean those areas identified as natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws (the “Act”). Seller shall provide Buyer with a Natural Hazard Disclosure Statement (“Disclosure Statement”). Buyer acknowledges that Seller has retained the services of an expert (the “Natural Hazard Expert”) to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare a written report of the result of its examination (the “Report”). Buyer acknowledges that the Report fully and completely discharges Seller from its disclosure obligations under the Act, and, for the purpose of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors or omission not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert dealing within the scope of its expertise with respect to the examination and Report. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement shall release Buyer from its obligation to fully investigate the condition of the Real Property, including, without limitation, whether the Real Property is located in any Natural Hazard Area. Buyer further acknowledges and agrees that the matters set forth in the Disclosure Statement or Report may change on or prior to the Closing Date and that Seller has no obligation to update, modify, or supplement the Disclosure Statement or Report. Buyer shall be solely responsible for preparing and delivering its own Natural Hazard Disclosure Statement to subsequent prospective buyers of the Real Property. The provisions of this Section shall survive the closing of the transaction contemplated by this Agreement.

(c) AS-IS. AS PART OF THE PROVISIONS OF SECTION 2.9, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY

AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS, INCLUDING WITHOUT LIMITATION, SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.



Seller's Initials
BUYER'S



RHF's Initials

(d) Additional Closing Documents. As part of the obligations of each of Seller and Buyer set forth in ARTICLE 10, at Closing: (i) Seller shall provide a California Form 593, and (ii) Buyer shall provide a Preliminary Change of Ownership Report.

(ii) Kentucky. None.

(iii) Missouri.

(a) Additional Closing Documents. As part of the obligations of Buyer pursuant to ARTICLE 10, at Closing, Buyer shall provide a Real Property Certificate of Value.

(iv) Indiana. None.

(v) Florida.

(a) Electronic Signature. This Agreement and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein, or if an original is required by local custom or law.

(b) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(vi) South Carolina. Notwithstanding anything to the contrary in this Agreement, Buyer shall remain responsible for retaining local counsel for all necessary title searches and certifications for Closing.

13.16 Independent Consideration. RHF and Sellers acknowledge the receipt from Buyer, direct and outside of Escrow, of Two Hundred Fifty and No/100 U.S. Dollars (\$250.00) (the

“Independent Consideration”), which the parties have bargained for and agreed upon as consideration for RHF’s and Sellers’ execution, delivery and performance of this Agreement. The Independent Consideration is non-refundable in all circumstances, is not part of the Purchase Price hereunder, and is in addition to and independent of any other consideration or payment provided for in this Agreement.

13.17 Single Transaction. The transaction contemplated by this Agreement is a single purchase and sale transaction with respect to all of the Real Property and Operating Assets. Under no circumstances shall Sellers have any individual or collective obligation to sell less than all of the Real Property and Operating Assets to Buyer, and under no circumstances shall Buyer have an obligation to purchase less than all of the Real Property and Operating Assets from Sellers. For administrative purposes only, including for submission to governmental authorities as may be appropriate, it is contemplated by the parties that this transaction will necessitate the preparation of any number of separate asset purchase and sale agreements with respect to individual Facilities, reflecting the transaction by and between Buyer and such Seller and the amount of the Purchase Price allocated thereto (each, a “Single Submission Copy”), each being virtually identical to this Agreement and each other, *mutatis mutandis*, other than the obvious terms such as Facility descriptions, identification of the Real Property, etc. For the avoidance of doubt, in the event of any discrepancy between any Single Submission Copy and this Agreement, this Agreement shall govern in all cases.


13.18 Cross Default. Any material breach or default of any warranty, covenant, agreement, condition or other obligation of a party under the OTAs shall constitute a material breach or default by such party of this Agreement and any non-breaching party shall be entitled to any and all remedies to which such non-breaching party may be entitled under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

RHF:

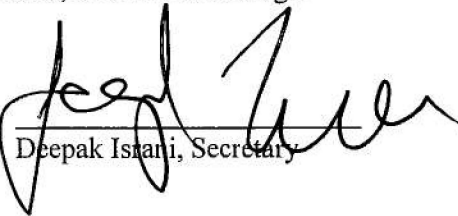
RETIREMENT HOUSING FOUNDATION
a California nonprofit public benefit
corporation

By: 
Its: PRESIDENT

BUYER:

PACIFICA COMPANIES LLC,
a California limited liability company


By: PAC Investors Inc., a California
corporation, its General Manager

By: 
Deepak Istari, Secretary


SELLERS:

Congregational Church Retirement Community, a California nonprofit corporation


(SUBJECT TO SECTION 2.2(i) HEREOF)

By: 
Its: Board Member


Bixby Knolls Towers, Inc., a California nonprofit public benefit corporation

By: 
Its: President


Poway RHF Housing, Inc., a California nonprofit public benefit corporation

By: 
Its: President


Gold Country Health Center, Inc., a California nonprofit public benefit corporation

By: 
Its: President


Mayflower Gardens Health Facilities, Inc., a California nonprofit public benefit corporation

By: 
Its: President

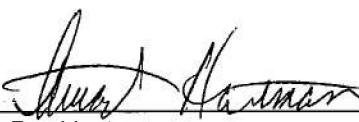
Cathedral Pioneer Church Homes No. Two, a California nonprofit corporation

By: 
Its: President

Stockton Congregational Homes, a California nonprofit corporation

By: 
Its: President

Sun City RHF Housing, Inc., a California nonprofit public benefit corporation

By: 
Its: President


Bluegrass RHF Housing, Inc., a Kentucky non-stock, non-profit corporation

By: 
Its: President

DeSmet RHF Housing, Inc., a Missouri nonprofit public benefit corporation

By: 
Its: President


St. Catherine RHF Housing, Inc., a Missouri nonprofit public benefit corporation

By: 
Its: President

Yellowwood Acres, Inc., an Indiana not for profit corporation


By: 
Its: President

Holly Hill RHF Housing, Inc., a Florida non-profit corporation


By: 
Its: President

Cloisters RHF Housing, L.L.C., a Florida limited liability company


By: RETIREMENT HOUSING FOUNDATION, a California nonprofit public benefit corporation, its sole member

By: 
Its: President

Merritt Island RHF Housing, Inc., a Florida non-profit corporation

By: 
Its: President

Florence RHF Housing, Inc., a South Carolina non-profit corporation

By: 
Its: President

**Retirement Housing Foundation Portfolio
Schedule R-A
List of Facilities**

<u>Facility Name and Seller Entity</u>	<u>Address</u>	<u>Knowledgable Person(s) and Title(s)</u>	<u>Type</u>
Auburn Ravine Terrace Congregational Church Retirement Community, a California nonprofit corporation	750 Auburn Ravine Rd. Auburn, CA 95603	David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation	IL/AL/SNF
Bixby Knolls Towers Bixby Knolls Towers, Inc., a California nonprofit public benefit corporation	3747 and 3737 Atlantic Ave. Long Beach, CA 90807	David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation	IL/AL/SNF
The Gateway and Gateway Gardens Poway RHF Housing, Inc., a California nonprofit public benefit corporation	12750 and 12751 Gateway Park Rd. Poway, CA 92064	David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation	IL/AL
Gold Country Retirement Center Gold Country Health Center, Inc., a California nonprofit public benefit corporation	6041 and 4301 Golden Center Dr. Placerville, CA 95667	David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation	IL/AL/SNF
Mayflower Gardens Convalescent Hospital Mayflower Gardens Health Facilities, Inc., a California nonprofit public benefit corporation	6705 Columbia Way Lancaster, CA 93536	David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation	SNF

<p>Pioneer House</p> <p>Cathedral Pioneer Church Homes No. Two, a California nonprofit corporation</p>	<p>415 P St. Sacramento, CA 95814</p>	<p>David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation</p>	<p>IL/AL/SNF</p>
<p>Plymouth Square</p> <p>Stockton Congregational Homes, a California nonprofit corporation</p>	<p>1319 N Madison St. Stockton, CA 95202</p>	<p>David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation</p>	<p>IL/AL/SNF</p>
<p>Sun City Gardens</p> <p>Sun City RHF Housing, Inc., a California nonprofit public benefit corporation</p>	<p>28500 Bradley Road Sun City, CA 92586-3029</p>	<p>David Napierskie, Vice President of Healthcare Operations, Retirement Housing Foundation</p>	<p>IL/AL/MC</p>
<p>Colonial Heights and Gardens</p> <p>Bluegrass RHF Housing, Inc., a Kentucky non-stock, non-profit corporation</p>	<p>6900 Hopeful Rd. Florence, KY 41042</p>	<p>Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation</p>	<p>IL/AL/MC</p>
<p>DeSmet Retirement Community</p> <p>DeSmet RHF Housing, Inc., a Missouri nonprofit public benefit corporation</p>	<p>1425 N New Florissant Rd. Florissant, MO 63033</p>	<p>Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation</p>	<p>IL/AL</p>
<p>St. Catherine Retirement Community</p> <p>St. Catherine RHF Housing, Inc., a Missouri nonprofit public benefit corporation</p>	<p>3350 St Catherine St. Florissant, MO 63033</p>	<p>Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation</p>	<p>IL</p>
<p>Westminster Village Kentuckiana</p>	<p>2200 and 2210 Greentree N. Clarksville, IN 47129</p>	<p>Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation</p>	<p>IL/AL/SNF</p>

Yellowwood Acres, Inc., an Indiana not for profit corporation			
Bishops Glen Retirement Center Holly Hill RHF Housing, Inc., a Florida non-profit corporation	900 LPGA Blvd. Daytona Beach, FL 32117	Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation	IL/AL/SNF
The Cloisters Cloisters RHF Housing, L.L.C., a Florida limited liability company	400 E Howry Ave. DeLand, FL 32724	Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation	IL/AL
Courtenay Springs Village Merritt Island RHF Housing, Inc., a Florida non-profit corporation	1100 S Courtenay Pkwy. Merritt Island, FL 32952	Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation	IL/SNF
The Carolinian Retirement Community Florence RHF Housing, Inc., a South Carolina non-profit corporation	718 S Dargan St. Florence, SC 29506	Michael Rivera, Eastern Region Operations Manager, Retirement Housing Foundation	IL/AL