

FIFTH AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT
(RHF Portfolio)

This *Fifth Amendment to Asset Purchase and Sale Agreement* (this "**Amendment**") is entered into effective as of July 21, 2022 by and among (i) Retirement Housing Foundation, a California nonprofit public benefit corporation ("**RHF**"), (ii) the owners of each "Facility" listed on Schedule R-A and as a signatory hereto (each, a "**Seller**" and collectively, the "**Sellers**"), (iii) Pacifica Companies LLC, a California limited liability company ("**Buyer**") and, (iv) the individual assignees of Buyer as the new owners of each "Facility" listed on Schedule R-A and as a signatory hereto ("**Assignees**"), with regard to the following facts and circumstances:

Recitals

A. RHF, Sellers and Buyer entered into an Asset Purchase and Sale Agreement dated as of December 30, 2021 (as amended by Asset Purchase and Sale Agreement Amendment No. 1 dated January 4, 2022 (the "**First Amendment**"), the Second Amendment to Asset Purchase and Sale Agreement dated February 24, 2022 (the "**Second Amendment**"), the Third Amendment to Asset Purchase and Sale Agreement dated March 16, 2022 (the "**Third Amendment**"), and the Fourth Amendment to Asset Purchase and Sale Agreement dated March 18, 2022 (the "**Fourth Amendment**," and together with the First Amendment, the Second Amendment, and the Third Amendment, the "**Agreement**"), pursuant to which Sellers agreed to sell, and Buyer agreed to purchase, those certain real property assets listed on Schedule R-A attached hereto and more particularly described in the Agreement (collectively, the "**Property**").

B. Pursuant to Section 13.17 of the Agreement, RHF, Sellers, Buyer and Assignees have entered (or will enter) into an individual Asset Purchase Agreement (each a "**Short Form Agreement**" and collectively, the "**Short Form Agreements**") for each "Facility" listed on Schedule R-A. In order to effectuate a change to the purchase price allocations agreed to by the parties pursuant to Section 3 of the Fourth Amendment, RHF, Sellers, Buyer, and Assignees desire to amend the Short Form Agreements for the Facilities commonly known as "Mayflower Gardens" located at 6705 Columbia Way, Lancaster, CA 93536 ("**Mayflower Gardens**") and commonly known as "Gold Country Retirement Center" and located at 4301 Golden Center Dr., Placerville, CA 95667 ("**Gold Country**").

C. The parties have negotiated certain modifications to the timing for the Closings for certain Facilities, requiring an amendment related to Section 1.5 of the Agreement (including subsection (i) thereof) and Section 8 of the Fourth Amendment.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Agreement

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement and in the Short Form Agreements.

2. **Purchase Price for Mayflower Gardens – Lancaster.** The Purchase Price for Mayflower Gardens is hereby reduced to Three Million and No/100 Dollars (\$3,000,000.00) as set

forth on the Amended and Restated Purchase and Sale Agreement attached hereto as **Exhibit A**, to be entered into effective as of the date hereof.

3. **Purchase Price for Gold Country Retirement Center - Placerville.** The Purchase Price, for Gold Country is hereby increased to Eighteen Million and No/100 Dollars (\$18,000,000.00) as set forth on the Amended and Restated Purchase and Sale Agreement attached hereto as **Exhibit B**, to be entered into effective as of the date hereof.

4. **Florida and Indiana Closings.** Notwithstanding anything to the contrary in Section 1.5 of the Agreement (including subsection (i) thereof) or Section 8 of the Fourth Amendment, Seller, Buyer and Assignees agree to close the Facilities commonly known as Bishops Glen Retirement Center, The Cloisters, Courtenay Springs Village and the Westminster Village Facilities as soon as is practicable, with such closings to occur on the first non-Monday Business Day that is at least five (5) days after all State Licensure approvals have been satisfied for such Facilities. Buyer has submitted, or will timely submit prior to the Closing of each such Facility, all applications and/or documentation necessary to obtain all State Licenses for the Facilities located in Florida and Indiana.

5. **Ratification.** Except as specifically amended herein, the Agreement and the Short Form Agreements shall remain in full force and effect.

6. **Counterparts.** This Amendment 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. A manual signature on this Amendment, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Amendment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Amendment for all purposes.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

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

RHF:

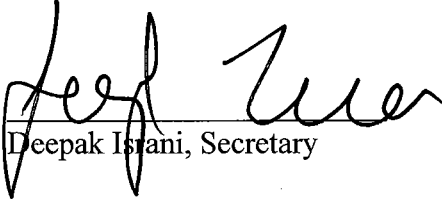
RETIREMENT HOUSING FOUNDATION
a California nonprofit public benefit
corporation

By: _____
Stuart Hartman, President

ORIGINAL BUYER:

PACIFICA COMPANIES LLC,
a California limited liability company

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

By: 
Deepak Israni, Secretary

SELLERS:

Congregational Church Retirement Community, a California nonprofit corporation

By: _____
Stuart Hartman, Board Member

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

By: _____
Stuart Hartman, President

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

By: _____
Stuart Hartman, President

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

RHF:

RETIREMENT HOUSING FOUNDATION
a California nonprofit public benefit
corporation

By: 
Stuart Hartman, President

ORIGINAL BUYER:


PACIFICA COMPANIES LLC,
a California limited liability company

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

By: _____
Deepak Israni, Secretary

SELLERS:

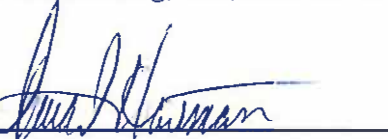
Congregational Church Retirement Community, a California nonprofit corporation

By: 
Stuart Hartman, Board Member


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

By: 
Stuart Hartman, President

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

By: 
Stuart Hartman, President


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

By: 
Stuart Hartman, President

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

By: 
Stuart Hartman, President


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

By: 
Stuart Hartman, President


Stockton Congregational Homes, a California nonprofit corporation

By: 
Stuart Hartman, President

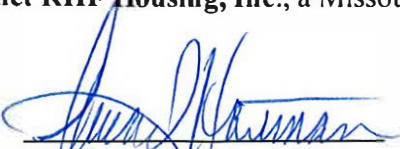
Sun City RHF Housing, Inc., a California nonprofit public benefit corporation

By: 
Stuart Hartman, President

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

By: 
Stuart Hartman, President


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

By: 
Stuart Hartman, President

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

By: 
Stuart Hartman, President

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

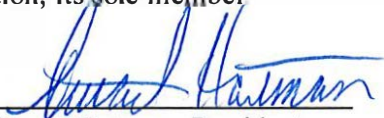
By: 
Stuart Hartman, President

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

By: 
Stuart Hartman, 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: 
Stuart Hartman, President

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


By:



Stuart Hartman, President

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

By:



Stuart Hartman, President

ASSIGNEES:

Gateway - Poway

Gateway Park Holdings LLC,
a California limited liability company

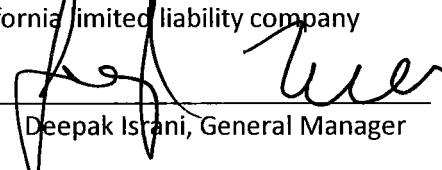
By:


Deepak Israni, General Manager

Bixby Knolls - Long Beach

Atlantic Ave Holdings LLC,
a California limited liability company

By:


Deepak Israni, General Manager

Auburn Ravine Terrace - Auburn

Auburn Ravine Holdings LLC,
a California limited liability company

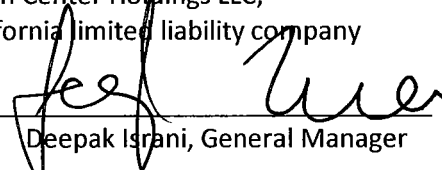
By:


Deepak Israni, General Manager

Gold Country - Placerville

Golden Center Holdings LLC,
a California limited liability company

By:


Deepak Israni, General Manager

Mayflower Gardens - Lancaster

Avenue M Holdings LLC,
a California limited liability company

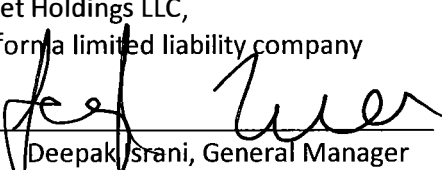
By:


Deepak Israni, General Manager

Pioneer House - Sacramento

P Street Holdings LLC,
a California limited liability company

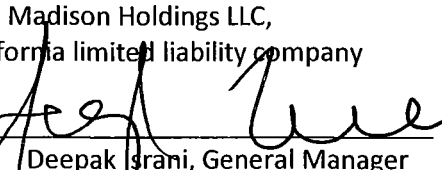
By:


Deepak Israni, General Manager

Plymouth Square - Stockton

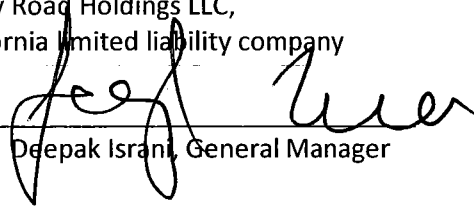
North Madison Holdings LLC,
a California limited liability company

By:


Deepak Israni, General Manager

Sun City Gardens - Sun City

Bradley Road Holdings LLC,
a California limited liability company

By: 
Deepak Israni, General Manager

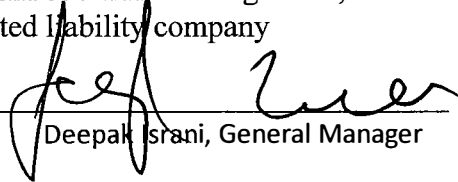
Colonial Heights - Florence KY

DeSmet Retirement - Florissant
MO

St Catherine - Florissant MO

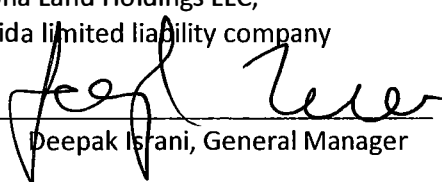
Westminster Village - Clarksville
IN

Greentree Land Holdings LLC, an Indiana
limited liability company

By: 
Deepak Israni, General Manager

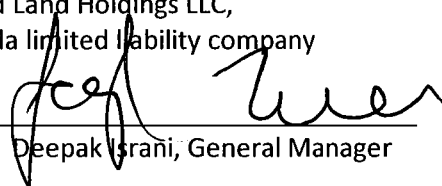
Bishop's Glen - Daytona Beach
FL

Daytona Land Holdings LLC,
a Florida limited liability company

By: 
Deepak Israni, General Manager

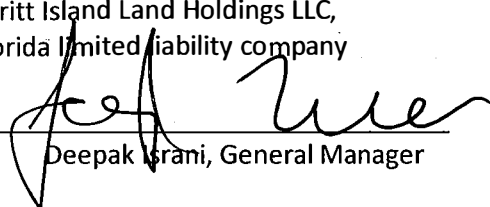
The Cloisters - Deland FL

DeLand Land Holdings LLC,
a Florida limited liability company

By: 
Deepak Israni, General Manager

Courtenay Springs Village -
Merritt Island FL

Merritt Island Land Holdings LLC,
a Florida limited liability company

By: 
Deepak Israni, General Manager

The Carolinian - Florence SC

Exhibit A

Amended and Restated Purchase and Sale Agreement

(Mayflower Gardens)

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

(Mayflower Gardens - Lancaster)

This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated effective as of _____, 2022 (the “**Effective Date**”), is made and entered into by and among RETIREMENT HOUSING FOUNDATION, a California nonprofit public benefit corporation (“**RHF**”), MAYFLOWER GARDENS HEALTH FACILITIES, INC., a California nonprofit public benefit corporation (“**Seller**”), PACIFICA COMPANIES LLC, a California limited liability company (“**Pacifica**”), and Pacific’s assignee with respect to the Seller’s “**Property**” under the “**PSA**” (as such terms are hereinafter defined), AVENUE M HOLDINGS LLC, a California limited liability company (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed in the PSA.

RECITALS

WHEREAS, Seller is the owner of the Property, and, pursuant to an assignment and assumption agreement reviewed and consented to by RHF and Seller, Buyer has been assigned by Pacifica its rights and obligations under the PSA with respect to the purchase of the Property from Seller; and

WHEREAS, subject to the terms and conditions of this Agreement, (1) Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller; and (2) Pacifica desires to assign to Buyer certain agreements and, with the consent of Seller, Buyer desires to assume such agreements from Pacifica;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

“**Allocated Deposit Amount**” shall mean the sum of Thirty-Two Thousand Six Hundred Ninety-Seven and 55/100 Dollars (\$32,697.55).

“**Asset and Purchase Agreement**” has the meaning set forth in Section 2.01.

“**Business Day**” shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of California.

“**Buyer**” has the meaning set forth in the preamble.

“**Closing**” shall mean the closing of the transaction contemplated by this Agreement.

“**Effective Date**” has the meaning set forth in the preamble.

“**Property**” has the meaning set forth in Section 2.01.

“PSA” has the meaning set forth in Section 2.01.

“Purchase Price” has the meaning set forth in Section 3.01.

“Real Property” has the meaning set forth in Section 2.01(a).

“Seller” has the meaning set forth in the preamble.

ARTICLE II CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement and in that certain Asset Purchase and Sale Agreement dated December 30, 2021 by and among RHF, Seller, Pacifica and the other parties thereto (the “**Asset Purchase and Sale Agreement**”), as amended by the Asset Purchase and Sale Agreement Amendment No. 1 dated January 4, 2022 (the “**First Amendment**”), and as further amended by the Second Amendment to Asset Purchase and Sale Agreement dated February 24, 2022 (the “**Second Amendment**”), the Third Amendment to Asset Purchase and Sale Agreement dated March 16, 2022 (the “**Third Amendment**”), and the Fourth Amendment to Asset Purchase and Sale Agreement dated March 18, 2022 (the “**Fourth Amendment**”) and the Fifth Amendment to Asset Purchase and Sale Agreement dated July 25, 2022 (the “**Fifth Amendment**”) and, together with the Asset Purchase and Sale Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment the “**PSA**”), all right, title, and interest of Seller in and to the following (collectively referred to herein as the “**Property**”):

(a) The land as described in Exhibit A, including all easements and other rights, interests and appurtenances thereto, which is owned or used by Seller in connection therewith, together with all buildings, structures, fixtures and other improvements located in, on, at, under or above or attached to such land (the “**Real Property**”); and

(b) The Operating Assets owned by Seller and used in connection with the Facility located at the Real Property.

Section 2.02 Excluded Property. Notwithstanding anything herein to the contrary, “Property” does not include any Excluded Assets.

Section 2.03 AS-IS; LIABILITIES.

(a) Buyer acknowledges that Buyer has made thorough inspections and investigations of the Property and Buyer agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of the Asset Purchase and Sale Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price.

(b) For the avoidance of doubt, Buyer does not assume any Excluded Liabilities.

(c) The provisions of this Section 2.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

**ARTICLE III
PURCHASE PRICE**

Section 3.01 Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is Three Million and 00/100 Dollars (\$3,000,000.00) (the “**Purchase Price**”). The Purchase Price, less the Allocated Deposit Amount, shall be paid to Seller at Closing, subject to any credits, apportionments or other adjustments as provided for under the PSA, simultaneously with delivery of the grant deed or equivalent deeds to be delivered to Buyer as provided herein, by one or more wire transfers of immediately available United States Dollars to the Escrow Agent.

**ARTICLE IV
CLOSING**

Section 4.01 Closing Date. The Closing shall occur on the date and in the manner established pursuant to Section 1.5 of the PSA.

Section 4.02 Seller’s Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Buyer, all applicable Seller Closing Items.

Section 4.03 Buyer’s Closing Deliverables. At Closing, Pacifica and Buyer shall deliver or cause to be delivered to Seller, all applicable Buyer Closing Items.

**ARTICLE V
BUYER REPRESENTATIONS AND WARRANTIES**

Section 5.01 Buyer’s Representations and Warranties. Buyer represents and warrants to Seller on and as of the date of this Agreement that:

(a) Organization and Standing. Buyer is a limited liability company duly formed, validly existing, and in good standing under the laws of its state of formation and is qualified to do business under the laws of the state in which the Property is located. Buyer has the requisite power and authority to own and operate the Property in the manner in which it is presently being operated.

(b) 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 member(s) and manager(s), 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.

(c) 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 any organizational document of Buyer. Neither Buyer nor any of its affiliates have been excluded or

suspended from a Federal health care program, including Medicare, Medicaid or Veterans Administration programs.

ARTICLE VI NOTICES

Section 6.01 Delivery of 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 or RHF:

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

If to Buyer or Pacifica:

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:

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

Stewart Title Guaranty Company
Carla Burchard
7676 Hazard Center Drive, Suite 1400
San Diego, CA 92107
Phone: (760) 602-4299
Email: cburchard@stewart.com

ARTICLE VII MISCELLANEOUS

Section 7.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to conflict of laws. 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.

Section 7.02 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 7.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 7.04 Assignment. None of the parties may assign this Agreement to any other party or parties and any such attempted assignment will be void.

Section 7.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, this Agreement shall remain in full force and effect as to all parts not declared invalid, illegal, or unenforceable as if the same had been executed without the invalid, illegal, or unenforceable provision(s).

Section 7.06 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of California and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 7.07 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by any party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 7.08 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 7.09 PSA Incorporated by Reference; Construction. The PSA is incorporated into this Agreement by reference as if fully set forth herein, and this Agreement shall constitute the “Single Submission Copy” as contemplated in Section 13.17 of the PSA. For the avoidance of doubt, (i) the parties agree that any reference to “Buyer” in the PSA shall be deemed applicable to “Buyer” as set forth in this Agreement as assignee with respect to the Property, (ii) Pacifica and Buyer shall be jointly and severally liable for any breach of this Agreement, and (iii) Pacifica has not been and shall not be released from any of its representations, covenants, warranties or other obligations set forth in the PSA. If there is any conflict, discrepancy, or inconsistency between the terms of this Agreement and the PSA, the terms of the PSA shall control.

Section 7.10 Entire Agreement. This Agreement, together with the PSA, constitutes the entire agreement of the parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party. This Agreement may not be amended or modified except by written instrument signed by all of the parties hereto.

Section 7.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

BUYER:

AVENUE M HOLDINGS LLC,
a California limited liability company

By: _____
Deepak Israni, General Manager:

PACIFICA:

PACIFICA COMPANIES LLC,
a California limited liability company

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

By: _____
Deepak Israni, Secretary

SELLER:

MAYFLOWER GARDENS HEALTH FACILITIES, INC.,
a California nonprofit public benefit corporation

By: _____
Name: Stuart Hartman
Title: President

RHF:

RETIREMENT HOUSING FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: Stuart Hartman
Title: President

EXHIBIT A

Land Description

Lot 8 of Tract Map 31846, as filed in Book 1015, Pages 3 and 4 of Maps, in the unincorporated area of County of Los Angeles, State of California.

APN: 3204-005-024

Exhibit B

Amended and Restated Purchase and Sale Agreement

(Gold Country)

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

(Gold Country - Placerville)

This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated effective as of _____, 2022 (the “**Effective Date**”), is made and entered into by and among RETIREMENT HOUSING FOUNDATION, a California nonprofit public benefit corporation (“**RHF**”), GOLD COUNTRY HEALTH CENTER, INC., a California nonprofit public benefit corporation (“**Seller**”), PACIFICA COMPANIES LLC, a California limited liability company (“**Pacifica**”), and Pacific’s assignee with respect to the Seller’s “Property” under the “PSA” (as such terms are hereinafter defined), GOLDEN CENTER HOLDINGS LLC, a California limited liability company (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed in the PSA.

RECITALS

WHEREAS, Seller is the owner of the Property, and, pursuant to an assignment and assumption agreement reviewed and consented to by RHF and Seller, Buyer has been assigned by Pacifica its rights and obligations under the PSA with respect to the purchase of the Property from Seller; and

WHEREAS, subject to the terms and conditions of this Agreement, (1) Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller; and (2) Pacifica desires to assign to Buyer certain agreements and, with the consent of Seller, Buyer desires to assume such agreements from Pacifica;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

“**Allocated Deposit Amount**” shall mean the sum of One Hundred Ninety-Six Thousand One Hundred Eighty-Five and 29/100 Dollars (\$196,185.29).

“**Asset and Purchase Agreement**” has the meaning set forth in Section 2.01.

“**Business Day**” shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of California.

“**Buyer**” has the meaning set forth in the preamble.

“**Closing**” shall mean the closing of the transaction contemplated by this Agreement.

“**Effective Date**” has the meaning set forth in the preamble.

“**Property**” has the meaning set forth in Section 2.01.

“PSA” has the meaning set forth in Section 2.01.

“Purchase Price” has the meaning set forth in Section 3.01.

“Real Property” has the meaning set forth in Section 2.01(a).

“Seller” has the meaning set forth in the preamble.

ARTICLE II CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement and in that certain Asset Purchase and Sale Agreement dated December 30, 2021 by and among RHF, Seller, Pacifica and the other parties thereto (the “**Asset Purchase and Sale Agreement**”), as amended by the Asset Purchase and Sale Agreement Amendment No. 1 dated January 4, 2022 (the “**First Amendment**”), and as further amended by the Second Amendment to Asset Purchase and Sale Agreement dated February 24, 2022 (the “**Second Amendment**”), the Third Amendment to Asset Purchase and Sale Agreement dated March 16, 2022 (the “**Third Amendment**”), and the Fourth Amendment to Asset Purchase and Sale Agreement dated March 18, 2022 (the “**Fourth Amendment**”) and the Fifth Amendment to Asset Purchase and Sale Agreement dated July 25, 2022 (the “**Fifth Amendment**”) and, together with the Asset Purchase and Sale Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, the “PSA”), all right, title, and interest of Seller in and to the following (collectively referred to herein as the “**Property**”):

(a) The land as described in Exhibit A, including all easements and other rights, interests and appurtenances thereto, which is owned or used by Seller in connection therewith, together with all buildings, structures, fixtures and other improvements located in, on, at, under or above or attached to such land (the “**Real Property**”); and

(b) The Operating Assets owned by Seller and used in connection with the Facility located at the Real Property.

Section 2.02 Excluded Property. Notwithstanding anything herein to the contrary, “Property” does not include any Excluded Assets.

Section 2.03 AS-IS; LIABILITIES.

(a) Buyer acknowledges that Buyer has made thorough inspections and investigations of the Property and Buyer agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of the Asset Purchase and Sale Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price.

(b) For the avoidance of doubt, Buyer does not assume any Excluded Liabilities.

(c) The provisions of this Section 2.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

**ARTICLE III
PURCHASE PRICE**

Section 3.01 Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is Eighteen Million and 00/100 Dollars (\$18,000,000.00) (the “**Purchase Price**”). The Purchase Price, less the Allocated Deposit Amount, shall be paid to Seller at Closing, subject to any credits, apportionments or other adjustments as provided for under the PSA, simultaneously with delivery of the grant deed or equivalent deeds to be delivered to Buyer as provided herein, by one or more wire transfers of immediately available United States Dollars to the Escrow Agent.

**ARTICLE IV
CLOSING**

Section 4.01 Closing Date. The Closing shall occur on the date and in the manner established pursuant to Section 1.5 of the PSA.

Section 4.02 Seller’s Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Buyer, all applicable Seller Closing Items.

Section 4.03 Buyer’s Closing Deliverables. At Closing, Pacifica and Buyer shall deliver or cause to be delivered to Seller, all applicable Buyer Closing Items.

**ARTICLE V
BUYER REPRESENTATIONS AND WARRANTIES**

Section 5.01 Buyer’s Representations and Warranties. Buyer represents and warrants to Seller on and as of the date of this Agreement that:

(a) Organization and Standing. Buyer is a limited liability company duly formed, validly existing, and in good standing under the laws of its state of formation and is qualified to do business under the laws of the state in which the Property is located. Buyer has the requisite power and authority to own and operate the Property in the manner in which it is presently being operated.

(b) 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 member(s) and manager(s), 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.

(c) 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 any organizational document of Buyer. Neither Buyer nor any of its affiliates have been excluded or suspended from a Federal health care program, including Medicare, Medicaid or Veterans Administration programs.

ARTICLE VI NOTICES

Section 6.01 Delivery of 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 or RHF:

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

If to Buyer or Pacifica:

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:

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

Stewart Title Guaranty Company
Carla Burchard
7676 Hazard Center Drive, Suite 1400
San Diego, CA 92107
Phone: (760) 602-4299
Email: cburchard@stewart.com

ARTICLE VII MISCELLANEOUS

Section 7.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to conflict of laws. 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.

Section 7.02 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 7.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 7.04 Assignment. None of the parties may assign this Agreement to any other party or parties and any such attempted assignment will be void.

Section 7.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, this Agreement shall remain in full force and effect as to all parts not declared invalid, illegal, or unenforceable as if the same had been executed without the invalid, illegal, or unenforceable provision(s).

Section 7.06 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of California and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 7.07 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by any party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 7.08 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 7.09 PSA Incorporated by Reference; Construction. The PSA is incorporated into this Agreement by reference as if fully set forth herein, and this Agreement shall constitute the “Single Submission Copy” as contemplated in Section 13.17 of the PSA. For the avoidance of doubt, (i) the parties agree that any reference to “Buyer” in the PSA shall be deemed applicable to “Buyer” as set forth in this Agreement as assignee with respect to the Property, (ii) Pacifica and Buyer shall be jointly and severally liable for any breach of this Agreement, and (iii) Pacifica has not been and shall not be released from any of its representations, covenants, warranties or other obligations set forth in the PSA. If there is any conflict, discrepancy, or inconsistency between the terms of this Agreement and the PSA, the terms of the PSA shall control.

Section 7.10 Entire Agreement. This Agreement, together with the PSA, constitutes the entire agreement of the parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation,

not set forth in this Agreement, made by any other party. This Agreement may not be amended or modified except by written instrument signed by all of the parties hereto.

Section 7.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

BUYER:

GOLDEN CENTER HOLDINGS LLC,
a California limited liability company

By: _____
Deepak Israni, General Manager:

PACIFICA:

PACIFICA COMPANIES LLC,
a California limited liability company

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

By: _____
Deepak Israni, Secretary

SELLER:

GOLD COUNTRY HEALTH CENTER, INC.,
a California nonprofit public benefit corporation

By: _____
Name: Stuart Hartman
Title: President

RHF:

RETIREMENT HOUSING FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: Stuart Hartman
Title: President

EXHIBIT A

Land Description

The Land referred to herein is situated in the State of California, County of El Dorado, City of Placerville, and described as follows:

A PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING PARCEL 3, PARCEL MAP BOOK 10 AT PAGE 10 AND PARCEL D, PARCEL MAP BOOK 14 AT PAGE 1; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS 2 AND 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON SEPTEMBER 28, 1983, IN BOOK 32, OF PARCEL MAPS, AT PAGE 53.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED PROPERTY GRANTED TO THE COUNTY OF EL DORADO ON SEPTEMBER 05, 1985 IN BOOK 2476, OF OFFICIAL RECORDS, AT PAGE 749.

APN: 327-212-005-000 and 327-212-007-000