

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



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December 18, 2023

Brandon Stroman
Bright and Brown
550 N. Brand Blvd., Suite 2100
Glendale, California 91203
bstroman@brightandbrown.com

Sent via email

RE: St. John of God Health Care Services Sale to San Bernardino County

Dear Mr. Stroman:

Pursuant to Corporations Code section 5920 et seq., the Attorney General hereby conditionally approves the proposed sale of certain real property by St. John of God Health Care Services, a California nonprofit public benefit corporation, to San Bernardino County. The real property subject to this transaction, an in-patient substance use disorder and recovery services residential treatment facility, is located at 13333 Palmdale Road, Victorville, CA 92392.

Corporations Code section 5923 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 nonprofit corporations or entities. The Attorney General has considered such factors and approves the proposed transaction subject to the attached conditions that are incorporated by reference herein.

Sincerely,

Melissa Hamill

MELISSA HAMILL
Deputy Attorney General

For ROB BONTA
Attorney General

SUMMARY OF CONDITIONS

Condition I: Identifies the parties and facility legally bound by the conditions.

Condition II: Identifies the transaction documents.

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

Condition IV: Requires the facility to be operated and maintained for the next five years at the same types and levels of care.

Condition V: Requires Medi-Cal participation.

Condition VI: Requires continued employment of all staff in good standing as of the applicable closing date.

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

Condition VIII: Requires the entities listed in Condition I to submit an annual compliance report to the Attorney General's Office for five years after the applicable closing date.

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

Condition X: 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 Purchase and Sale Agreement for 13333 Palmdale Road, Victorville, California by and between St. John of God Health Care Services, a California nonprofit public benefit corporation, and San Bernardino County, a political subdivision of the State of California.

I.

These Conditions shall be legally binding on San Bernardino County and to any assignee, including but not limited to Phoenix House Orange County, Inc., a California nonprofit public benefit corporation, or to any person or entity serving in a capacity to that entity; 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 the real property located at 13333 Palmdale Road, Victorville, California, Assessor's Parcel Number 3105-191-11 (Palmdale Road Property) and the Substance Use Disorder and Recovery Services Residential Treatment and Withdrawal Management Services Facility thereon (Transferred Facility); any and all current and future owners, lessees, licensees, assignees, managers, operators or providers of the Transferred Facility; and any and all current and future lessees and owners of the Palmdale Road Property upon which the Transferred Facility is physically located.

II.

The transaction approved by the Attorney General consists of the Purchase and Sale Agreement dated January 24, 2023, attached hereto as Exhibit 1, and any and all amendments, agreements, or documents referenced in or attached as an exhibit or schedule to these agreements. All entities listed in Condition I shall fulfill the terms of these agreements and any other agreements or documents referenced therein or attached thereto. San Bernardino County shall agree to provide at the Palmdale Road Property a licensed Substance Use Disorder and Recovery Services Residential Treatment and Withdrawal Management Services Facility, whether by direct provision of licensed services through San Bernardino County or by a contractor approved by San Bernardino County. San Bernardino County shall notify the Attorney General in writing of any proposed modification or rescission of any terms of these agreements. 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 sections 5917 or 5923.

It is understood that San Bernardino County intends to contract with Phoenix House Orange County, Inc. to provide substance use disorder and recovery services at the Transferred Facility located on the Palmdale Road Property.

III.

For five (5) years from the closing date of the Purchase and Sale Agreement, the entities listed in Condition I shall 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 Transferred Facility or any portion thereof; or

(b) Transfer control, responsibility, management, or governance of any of the Transferred Facility or any portion thereof.

IV.

For five (5) years from the closing date of the Purchase and Sale Agreement, the Transferred Facility shall be operated and maintained as a facility for substance use disorder and recovery services, including residential treatment and withdrawal management services, and shall maintain, at minimum, the same licensure, types, and levels of services, including but not limited to those services described and set forth in San Bernardino County's Contract No. 2022RR-01 A-1 with Phoenix House Orange County, Inc. It is understood that the current number of licensed treatment/recovery beds at the Transferred Facility include:

- a) 66 beds for treatment/recovery patients; and
- b) 16 beds for dependent children of patients.

The term "current" or "currently" throughout this document means as of December 1, 2023.

The entities listed in Condition I and the operator or licensee of the Transferred Facility shall not place all or any portion of any of the licensed bed capacity or services in voluntary suspension or surrender any of the Transferred Facility's licenses for any beds or services.

V.

For five (5) years from the closing date of the Purchase and Sale Agreement, the entities listed in Condition I and the operator or licensee of the Transferred Facility shall be certified to participate in the Medi-Cal program and have a Medi-Cal Provider Number to provide the same types and levels of services to Medi-Cal beneficiaries as required in these Conditions.

VI.

For five (5) years from the closing date of the Purchase and Sale Agreement, San Bernardino County shall require that all contracted operators or licensees of the Transferred Facility offer employment to those current staff at the Transferred Facility who are in good standing as of the applicable closing date of the Purchase and Sale Agreement. This Condition is not intended to preclude staff leadership changes as warranted for operational flexibility.

VII.

The entities listed in Condition I shall prohibit unlawful discrimination in their services and programs at the Transferred Facility 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.

VIII.

For five (5) years from the closing date of the Purchase and Sale Agreement, the entities listed in Condition I and any operators or licensees of any portion of the Transferred Facility shall annually submit to the Attorney General, no later than four (4) months after each anniversary of the closing date of the Purchase and Sale Agreement, a report describing in detail its compliance with each Condition set forth herein. San Bernardino County and any operators or licensees of any portion of the Transferred Facility shall certify that the report is true, accurate, and complete.

IX.

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 the terms and conditions of the transaction as set forth herein. The Attorney General shall, at the request of a party 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.

X.

At the close of the transaction, the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability 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's Office shall also be entitled to recover its attorneys' fees and costs incurred in remedying each and every violation.

EXHIBIT 1

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
23-34

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation</u>
Contractor Representative	<u>Joseph de la Rosa</u>
Telephone Number	<u>323-708-5004</u>
Total Contract Amount	<u>\$2,000,000</u>
Cost Center	<u>1010001000</u>
GRC/PROJ/JOB No.	<u>62004229</u>
Internal Order No.	_____

Briefly describe the general nature of the contract: A Purchase and Sale Agreement for the Department of Behavioral Health to acquire approximately 29.47 acres, improved with nine single-story buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road in the City of Victorville (Assessor's Parcel Number 3105-191-11), along with certain personal property identified in the Purchase and Sale Agreement and Joint Escrow Instructions (Exhibit C), for the purchase price of \$2,000,000.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Please see signature page.
Scott M Runyan,
Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

Brandon Ocasio
Brandon J. Ocasio, Interim Real Property
Manager, RESD

Date 1/18/23

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**"), between St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation ("**SELLER**"), and San Bernardino County, a public body, corporate and politic ("**BUYER**"), each of them a "**Party**" and jointly the "**Parties**," is entered into as of the date the last of the Parties executes this Agreement ("**Effective Date**").

RECITALS

- A. SELLER is the owner of the fee simple interest in certain real property containing approximately 29.47 acres, improved with 9, single-story, concrete block buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road (APN 3105-191-11) in the City of Victorville, County of San Bernardino, and more particularly described in the legal description attached hereto as Exhibit "A" ("**Property**").
- B. BUYER desires to acquire the Property.
- C. SELLER agrees to sell and BUYER agrees to purchase the Property in fee simple.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, the Property as described in Exhibit "A" attached hereto.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER's right, title, and interest to the Property, is the total sum of TWO MILLION DOLLARS AND 00/100 (\$2,000,000.00), subject to such reductions in the Purchase Price, if any, as may be agreed upon between BUYER and SELLER (as reduced, if at all, the "**Purchase Price**"), which shall be deposited with Escrow Holder in accordance with this Agreement.

1.3 Consideration Payment. Within fifteen (15) business days of the opening of escrow, BUYER shall deliver to SELLER the sum of One Hundred and 00/100 Dollars (\$100.00) (the "**Consideration Payment**"), as consideration for BUYER's right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period (defined below) and for SELLER's execution, delivery and performance of this Agreement. The Consideration Payment is non-refundable and shall be retained by SELLER notwithstanding any other provision of this Agreement.

1.4 Within twenty-one (21) Business Days following the Effective Date of this Agreement, BUYER shall deliver to Escrow Officer, to be determined, ("**Escrow Holder**") an executed copy of this Agreement.

2. DUE DILIGENCE REVIEW.

2.1 Inspections. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, and obtaining an estimate for costs to upgrade the electrical system or make any repairs subject to prevailing wage and Public Contract Code requirements as applicable. The "**Due Diligence Period**" shall mean the ninety (90) Business Day period following the Effective Date. A "**Business Day**" is any day on which the offices of the San Bernardino County, California Recorder are open to the public for business. All inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) Business Days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of SELLER ("**Property Documents**").

2.2 Hazardous Materials. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS OTHERWISE PROVIDED BY LAW, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY. Subject to the terms and conditions of this Agreement, BUYER is purchasing the Property subject to: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, each of the following to the extent applicable: the structural elements, seismic aspects of the Property, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor and materials used in any improvements on the Property; (viii) the condition of title to the Property, including but not limited to all matters or exceptions related to the Property which: (a) appear in the official records of the San Bernardino County Recorder; (b) SELLER or any third party has disclosed to BUYER or are otherwise known to BUYER; and (c) have been or would be disclosed by any title reports; (ix) the value, economics of the operation or income potential of the Property; and (x) any other fact or condition which may affect the Property. This Section 2.2 shall survive the termination of this Agreement.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in BUYER's sole and absolute discretion, BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder ("Due Diligence Termination Notice") on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 2.3.

2.4 Review of Title. Following the Effective Date of this Agreement, BUYER shall obtain its own preliminary title report issued by a title company of BUYER's choice ("**Title Company**") and such Title Company shall provide all underlying title documents (collectively, the "**Preliminary Title Report**") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("**Survey**"). The BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is forty-five (45) Business Days after the Effective Date ("**BUYER's Title Review Period**"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If BUYER does not give such notice by the expiration of BUYER's Title Review Period, such failure shall conclusively be deemed to be BUYER's approval of those matters. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have five (5) Business Days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such five (5) Business Day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) Business Days after the expiration of SELLER's (5) Business Day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If BUYER does not give notice within said period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section 2.4.

BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of the BUYER's Title Review Period, or (ii) three (3) Business Days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 1.4. Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's

acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is one hundred and twenty (120) calendar days following the expiration of the Due Diligence Period ("**Closing Date**"). The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

3.3 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit "B" ("**Grant Deed**"), executed and acknowledged by SELLER; (ii) the Bill of Sale in the form attached hereto as Exhibit "D," executed by SELLER; (iii) the Owner's Affidavit in the form attached hereto as Exhibit "E." executed by SELLER; (iv) the escrow costs and proration for which SELLER is responsible pursuant to this Agreement; (v) an original of the Closing Statement described in Section 3.5, executed by SELLER; and (vi) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) Purchase Price less the Consideration Payment, (ii) the Bill of Sale in the form attached hereto as Exhibit "D." executed by BUYER; (iii) the escrow costs and proration for which BUYER is responsible pursuant to this Agreement, (iii) an original of the Closing Statement described in Section 3.5, executed by BUYER, and (iv) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) Business Days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and proration made pursuant to this Agreement.

3.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate Party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in the County of San Bernardino, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in the County of San Bernardino, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price less the Consideration Payment to SELLER by wire transfer as provided in written

instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.7 Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER proceeds, the full amount of the installment applicable for the period in which Closing occurs. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

3.8 Payment of Costs. BUYER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b), with the cost of any endorsements or extended coverage as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by BUYER; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting Party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.10 Conditions to Close of Escrow.

3.10.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "SELLER Conditions to Closing"):

(a) The sale of the Property by SELLER is contingent upon both of the following prerequisites, which must be completed before any sale can be consummated. If either or both of the following prerequisites cannot be completed within ninety (90) days after Seller's submissions of written notice of the finalized terms of the sale of the Property under this Section 3.10.1(a), then, unless the Parties agree to provide for a further extension and so inform the Escrow Officer, this Agreement and Escrow shall terminate, and SELLER shall be responsible for payment of any Escrow or title cancellation charges. Upon any such termination, no commission shall be due to SELLER's Broker:

(i) Because SELLER is a California nonprofit corporation which has operated an in-patient addiction treatment facility on the Property which constitutes a health care facility, the disposition of which requires the written consent or waiver of objections from the California Attorney General pursuant to California Corporations Code section 5920, the California Attorney General's office must receive written notice of and provide written approval of the finalized terms of the sale of the Property. SELLER shall provide written notice of the finalized terms of the sale of the Property to the California Attorney General no later than five (5) Business Days after the last of the following to take place: (i) the expiration of the Due Diligence Period; and (ii) SELLER's receipt of the executed agreement between BUYER and the operator selected by BUYER to continue operations of the in-patient addiction treatment facility on the Property following Closing. Upon SELLER's submission of this written notice to the California Attorney General, SELLER shall promptly provide BUYER with written notification of this submission. SELLER shall use good faith best efforts to obtain the required approval for the sale of the Property from the California Attorney General. SELLER has no control over and makes no representations, guarantees or warranties that the California Attorney General will approve a sale of the Property. If SELLER is able to obtain approval from the California Attorney General for the sale of the Property, SELLER shall, within one (1) Business Day after obtaining such approval, provide BUYER with written notice of receipt of this approval and a copy of such approval.

(ii.) Because SELLER is subject to certain requirements of the Roman Catholic Church, SELLER must obtain written approval of the terms of the sale of the Property from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God, a religious order with which SELLER is affiliated. SELLER shall provide written notice of the finalized terms of the sale of the Property to the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God no later than five (5) Business Days after the expiration of the Due Diligence Period. Upon Seller's submission of this written notice to the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God, SELLER shall promptly provide BUYER with written notification of this submission. SELLER shall use good faith best efforts to obtain the required approval for the sale of the Property from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God. SELLER has no control over and makes no representations, guarantees or warranties that the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God will in fact

approve a sale of the Property. If SELLER is able to obtain approval from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God for the sale of the Property, SELLER shall, within one (1) Business Day after obtaining such approval, provide BUYER with written notice of receipt of such approval and a copy of such approval.

(b) *Delivery of Document and Funds.* BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited with Escrow Holder the Purchase Price less the Consideration Payment and the escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(c) *Representations and Warranties.* All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(d) *No Default under the Agreement.* BUYER shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**BUYER Conditions to Closing**"):

(a) *Delivery of Documents and Funds.* SELLER shall have executed and deposited into Escrow the Grant Deed, and the escrow and closing costs for which SELLER is responsible to pay and all other sums required of SELLER by this Agreement.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) Business Days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed approved by BUYER pursuant to the title review provisions in Section 2.4, or, if BUYER fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). The issuance of an

ALTA extended coverage policy shall not be a condition precedent to BUYER's obligation to close the Escrow, and BUYER shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by BUYER, at BUYER's sole cost and expense, shall not be a condition precedent to BUYER's obligation to close this Escrow and BUYER acknowledges that BUYER is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements.

(c) *Condition and Possession.* The condition of the Property on the Closing Date shall be in substantially the same condition as it existed at the time the Phase I Environmental Assessment for the Property was performed by Aspen Environmental Group on April 14, 2021. At least ten (10) Business Days prior to the Closing Date, SELLER shall remove any of SELLER's debris and trash from the Property. At Closing, SELLER shall assign, transfer, convey and deliver to BUYER the personal property located on the Property (the "**Personal Property**") which is listed in Exhibit "C" hereto, pursuant to a Bill of Sale in the form attached hereto as Exhibit "D".

(d) *CEQA.* The requirements under the California Environmental Quality Act, as amended, shall have been complied with.

(e) *Representations and Warranties.* All representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(f) *No Default under Agreement.* SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

(g) *Encumbrances.* There are no encumbrances on the Property except for Approved Title Exceptions.

(h) *Contract Termination.* SELLER shall have cancelled and terminated all agreements, contracts and leases relating to the Property with service providers, tenants, or as otherwise required pursuant to this Agreement, and provided BUYER with written evidence of same.

(i) *Grant Funding.* BUYER obtains approval and funding of its Behavioral Health Continuum Infrastructure Program (BHCIP) and Community Care Expansion (CCE) grant applications.

3.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each Party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

3.10.4 Waiver. Each Party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other Party.

3.10.5 Escrow Termination. In the event each of the Conditions to Closing in this Section 3.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, either Party may at its option terminate this Agreement and the Escrow opened hereunder, provided that Party is not in default of this Agreement. No termination under this Agreement shall release any Party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective Parties.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) SELLER execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER is a party or by which it is bound.

(b) Subject to the contingencies set forth in Section 3.10.1(a), SELLER has the full right, power and lawful authority to sell the Property and undertake all obligations as provided herein.

(c) There are no pending actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(d) SELLER has not received any notices and has no knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) BUYER has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

5. RESERVED.

6. DEFAULTS.

6.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of the County of San Bernardino, State of California.

6.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. MISCELLANEOUS.

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including Federal Express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Copies are requested via email as identified below. Notices shall be addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Party hereto:

To SELLER: St. John of God Health Care Services
Attention: Brother Stephen de la Rosa, O.H.
2468 South St. Andrews Place
Los Angeles, CA 90018
Copy via email at: sdelarosa@me.com
(323) 708-5004

To BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Copy via email at: brandon.ocasio@res.sbcounty.gov
(909) 659-4676

Each notice shall be deemed delivered on the date delivered, if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail, or upon confirmation by recipient by email. By giving to the other Party written notice as provided above, the Parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a Party hereto and payable pursuant to Section 7.11 ("Real Estate Brokerage Commission").

7.4 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns.

7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER's authorized representatives.

7.6 Prohibited Persons and Transactions. BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.7 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.

7.8 Computation of Time. In the event that the day on which a Party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding Business Day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

7.9 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

7.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.11 Real Estate Brokerage Commission. Each Party represents and warrants that neither Party has retained any brokers or finders to represent its interests in connection with this transaction. Each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

7.12 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

7.13 Exhibits. Exhibits "A." "B." "C." "D." and "E." are attached to this Agreement and are incorporated herein by this reference and made a part hereof.

8. BOARD OF SUPERVISORS APPROVAL: This Agreement is subject to, and shall have no force or effect until and unless approved by the Board of Supervisors for BUYER.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

SELLER:

St. John of God Health Care Services

By: Joseph de la Rosa
Joseph de la Rosa, a/k/a
Br. Stephen de la Rosa, O.H.
Title: Secretary

Date: December 7, 2022

BUYER:

San Bernardino County

By: Dawn Rowe
~~Curt Hagman~~ Dawn Rowe
Title: ~~Chairman~~, Board of Supervisors

Date: JAN 24 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNN MONTELLI
Clerk of the Board of Supervisors

By: [Signature]
Deputy
Date: JAN 24 2023

APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel
San Bernardino County, California


By: [Signature]
Scott M. Runyan
Principal Assistant County Counsel

Date: 1/17/23

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

2/21/23, 2022

By:  _____

Name: Maggie Vega

Title: Escrow Asst.

EXHIBIT "A"

Legal Description of the Property

PARCEL "A":

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE VICTOR VALLEY COUNTY WATER DISTRICT, BY DEED RECORDED OCTOBER 24, 1991, INSTRUMENT NO. 91-406466, OFFICIAL RECORDS.

PARCEL "B":

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

PARCEL "C":

THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THE WEST 240.71 FEET THEREOF AS CONVEYED TO THE VICTOR VALLEY COUNTY WATER DISTRICT BY DEED RECORDED OCTOBER 24, 1991, INSTRUMENT NO. 91-406466, OFFICIAL RECORDS.

PARCEL "D":

THE NORTH 30.00 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 3105-191-11

EXHIBIT "B"

GRANT DEED

Follows this page

RECORDING REQUESTED BY:

San Bernardino County
Department of Real Estate Services

WHEN RECORDED MAIL TO:

San Bernardino County
Department of Real Estate Services
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N.: 3105-191-11	GRANT DEED	Dept. Code: 11200
---------------------	-------------------	-------------------

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAXES _____
 computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area City of Victorville

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation**, hereby GRANT(S) **San Bernardino County, a Body Corporate and Politic**, the real property in the City of Victorville, in San Bernardino County, California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

By: _____
Joseph de la Rosa, Secretary
St. John of God Health Care Services

Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Street Address	City & State
------	----------------	--------------

EXHIBIT "A"

Legal Description of the Property

PARCEL "A":

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

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PARCEL "C":

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PARCEL "D":

THE NORTH 30.00 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 3105-191-11



SAN BERNARDINO COUNTY

CERTIFICATE OF ACCEPTANCE

APN:

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: _____

By: _____

Terry W. Thompson, Director

Real Estate Services Department

EXHIBIT "C"
Personal Property to be Transferred to Buyer at Closing

ITEM DESCRIPTION	QUANTITY
Air compressor	1
Husky toolbox	1
Lincoln welder	1
Delta drill press	1
Bench grinder	1
Husky tile saw	1
Champion generator	1
Skil table saw	1
Portable air compressor	1
Boxer carpet cleaner	1
Toro lawn mower	1
Tile saw	1
Work force tile cutter	1
Floor jack	2
Poulan chain saw 18"	2
McCulloch chain saw	1
Ryobi chain saw 16"	2
Homelite chain saw 16"	1
Remington chain saw 18"	1
Remington pole saw	1
Ryobi chop saw	1
Ryobi electrostatic sprayer	3
Ridgid drill	1
Dewalt drill	1
Ryobi impact drill	1
Bosch ¾ drill	1
Porter cable boring jig	1
Dewalt sander	1
Ryobi sander	1
Porter cable belt sander	1
Makita ¾ drill	1
Dewalt angle grinder	1
Rotozip	1
Ryobi drill	1
Skil router	1
Dremel 200	1
Black & Decker jig saw	2
Craftsmen scroll saw	1
Heatgun	1
Flammables cabinet	1
Echo blower	1
Echo edge trimmer	2
Tool carts	3
Power snake	1
Blower dryer	1

12' extension ladder	2
12' ladder	1
Hand tools miscellaneous	1
Heater vent pads	1
6' ladder	3
Rigid cordless driver	1
Rigid power snake	1
Pallet jack	1
Wet & dry vacuum	4
Reddy heater	1
Ryobi hedge trimmer	1
Battery charger	1
Ryobi hammer drill	1
Homelite hedge trimmer	1
2 large conference tables	2
Chairs Sam's Club	80
60" Plasma T.V.	1
T.V. stand	1
VCR	1
DVD player	1
White board	2
White board on wall	1
Small fold up tables	2
Desks	18
Chairs	2
Desk chairs	2
File cabinet Staples 4 drawer	1
Bookshelves	2
Cabinet small	1
Computer	1
Shredder	4
Computer	1
Computer table	1
2 drawer filing cabinet	1
4 drawer filing cabinet (tan)	1
Space heater	1
Cabinet	1
Fold up table (4 foot)	1
Melody desk	1
Desk chairs	2
Waiting room chairs	2
Portable AC unit	1
Storage cabinet	1
Computers	2
Copier	1
Printer	1

Office chair	1
Cabinet	1
Tables banquet large	6
55" smart TV	1
TV stand	1
White board	1
Clock	1
Pool table	1
55" TCC smart T.V.	1
Bookshelf	2
Table	1
Ping pong table	1
Beds	6
Small tables	5
Chairs	16
36" T.V.	1
Tables in kitchen	2
Fold up table	1
Washer speed queen 2014	2
Dryer speed queen 2014	3
Blankets	19
Microwave	4
Sheets	10
Mattress pads	3
Beds-twin	8
End tables	9
Chairs	8
Lamps	15
Trash cans small	8
Trash can bathroom	1
Benches	7
Big blue outside tables	4
Pickwick benches	2
Soda vending machines	2
Snack machine	1
Broom closet	1
Trash can	1
Plastic chairs	16
Patio tables	5
Office chairs	7
Meeting room chairs	3
Storage cabinets	6
File cabinets	5
Small refrigerators	6
Computers - complete desktops	10
Vital/blood pressure machine	1

Keurig coffee machine	1
Portable file cabinet	1
Copier HP	1
Laptops Acer computers	3
Large copier	1
Exercise bikes	6
Weight benches	4
Station pneumatic machine with compressor	5
Power towers	2
Weights and dumbbells	assorted
Blue water jugs - emergency water	16
Picnic tables	2
Pool storage units	2
Maytag commercial	1
Picnic benches	5
Basketball hoops	2
Mop buckets	8
Charcoal BBQs	2
Trash cans	9
Shop vacuums	3
Rakes	10
Shovels	5
Hula hose	6
Push brooms	3
Post hole diggers	2
Storage racks	4
Tables	13
Dining room chairs	50
Salad bar	1
Ice and water machine	1
Highchairs	3
Toaster	1
Coffee warmer	1
Dining room buffet	1
Baker's rack	1
Rolling carts	2
Insect zappers	2
Wet floor signs	2
Chairs	4
Round table	1
Table	2
Waiting room chairs	4
Lifetime table	1
Scale	1

New file cabinet	1
Small table	1
Office chairs	3
Nurse chair	1
File cabinet (wood)	1
HP laptop 11 ½" screen	1
Desk top computer	1
Trash can stainless	1
Printer	1
Watercraft	1
Cork board	1
Small compact dining set	1
Computer desktop	1
Tables	6
Examination bed	1
Wood file cabinet	1
Pairs of crutches	4
Stainless trash can	1
Clock	1
Twin bed	6
Nightstands	6
Dresser	5
Rocking chair	1
Toddler beds	2
Frames	2
Crib	2
32" smart T.V.s	3
File cabinets	7
Computer desk	1
Lifetime desk	1
Computers	2
AC unit	1
Storage cabinet	2
Futon	1
Office chairs	2
AC unit	1
Reach in refrigerator	1
Wolf double oven/flat top	1
Blodget double oven	1
Mirror	1
Ice machine	1
Imperial fryer	1
Fork ladles, spoons, knives, kitchen utensils, pitchers, plates, cups	assorted
Pots, pans stainless pans	assorted
Stainless steel sinks, butcher block	1

Toys	assorted
Play slide	1
Metal bench	1
Coffee pot	1
Large metal file cabinet 2 drawer	1
Large metal file cabinet 5 drawer	1
Metal picnic table	1
Office chairs	2
Oak shelf bookcase	3
Office phone	1
Wood shelving with metal brackets	2
Wood shelving	2
Large metal circle bikes playset	1
Diaper pails	2
Trash cans with lids	2
Space heater	1
Plastic garden (6 shelf) units	2
T.V. and VCR	1
Radio cd/cassette player	2
Tape deck and headphone set	6
Phonics read-a-loud box set	12
Sorting blocks, manipulative set	4
Hardcover box set books toddler set	1
Hardcover picture books set	12
Office supplies	assorted
little Tykes play yard climber	1
Outside playhouse holiday crib	4
Oakwood rocking chair	1
Large learning letters activity carpets	2
Portable butcher paper rack	1
Metal big child chairs set	4
Round table with metal legs	1
Classroom tables with metal legs	2
Wooden toy shelving unit	1
Large wooden changing station with steps	1
Metal tricycles	2 large
Metal tricycles	2 medium
Metal tricycles	2 small
Small table	1
Shelf rolling cart	2
Large rolling storage cabinet	2
Foam chairs	4

Waterfall foam climber	1
Tot tunnel climber	1
Sound table	1
Holiday cribs with wheels	3
Small metal classroom chairs	14
Sleeping mats	14
Sheets and blankets	14
Play kitchen set, wood	1
Metal Tonka Trucks	3
Parachute with plastic ball set	1
Metal rack with wheels paper rolls holder	1
Laminating machine	1
Shatterproof mirror	1
Wall poster view rack	1
Foam blocks 12 set	1
Toddler bike helmets	2
Rhythm set	1
Changing mats heavy duty foam	2
PMCS computer server	1
HP 2530-8G Computer	2
HP 2530-24G Computer	1
Dell computers	7
Dell monitors	2
HP 2TB SATA Computers	4

EXHIBIT "D"

BILL OF SALE

This Bill of Sale (the "**Bill of Sale**") is made and entered into _____, 2022, by and between St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation ("**Assignor**"), and San Bernardino County, a public body, corporate and politic ("**Assignee**").

Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____ (the "**Agreement**") with respect to the purchase and sale of that certain real property located at 13333 Palmdale Road, Victorville, California.

For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee, its successors and assigns, all items of Personal Property (as defined in the Agreement referred to above), if any, owned by Assignor and situated upon and used exclusively in connection with the Property (as defined in the Agreement) and more particularly described in Exhibit "C" to the Agreement, which Exhibit "C" is attached to this Bill of Sale as Attachment 1 and made a part hereof for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be executed on the date and year first above written.

Assignor:

a.....

By: _____
Its: _____

Assignee: _____
a.....

By: _____
Its: _____

[Add exhibits to final version]

EXHIBIT"E"

OWNER'S AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

FIRST AMERICAN mLE COMMITMENT issued under Order No. NCS-1148331-ONTI (the "**Title Commitment**")

BEFORE ME, the undersigned notary, personally appeared _____ ("**Affiant**"),
a _____, and _____ ("**Owner**"), who first being duly sworn, deposes and
says on behalf of Owner:

1. Affiant is duly authorized to make this Owner's Affidavit as affiant and for and on behalf of Owner to First American Title Insurance Company ("**First American**").
2. Owner is the owner and titleholder of that certain real property described in the above-referenced Title Commitment (the "**Property**").
3. Affiant is not aware of and has not been informed of any unrecorded easements or claims of easements affecting the Property except as shown in the Title Commitment.
4. No proceedings in bankruptcy or receivership have been instituted by or against the Owner within the last 10 years, and the Owner has never made an assignment for the benefit of creditors.
5. Affiant is not aware of and has not been informed of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property, other than as shown on the Title Commitment.
6. Owner has not entered into any written agreement, nor is Owner aware of anyone else entering into any written agreement, with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
7. All real estate taxes, payments in lieu of taxes, impact fees, special assessments, water and sewer charges, and management fees, if any, are fully paid, except for those real estate taxes to be paid at closing.
8. Affiant is not aware of and has not been informed of any unrecorded options or contracts to purchase, rights of first refusal, mortgages, deeds of trust, contracts for deed or mortgage commitments, deeds, easements or rights-of-way or adverse interests which affect the Property.
9. There are no parties in possession of the property other than Owner and no unrecorded existing tenancies, leases or other occupancies affecting the Property. No tenant or other party has any right to occupy any of the Property, with no rights or options to purchase or rights of refusal to purchase any of the Property.

10. There is no action or proceeding, including, but not limited to, bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property.
11. Owner has received no written notice of any proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and there has been no work done on the Property, nor notice received by Owner that work is to be done on the Property by the municipality (county, city, borough or township), or at its discretion, including but not limited to the installation of water or sewer lines or of other utilities, or for water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
12. Affiant is not aware of and has not been informed of any unrecorded labor, mechanics' or materialmen's liens against the Property. Affiant further is not aware of and has not been informed of any material that has been furnished to or labor performed upon the Property, except such that have been paid for in full.
13. Owner has not received notice of and has no knowledge of any violation of any covenants or restrictions listed in the Title Commitment or of any facts which would cause such violation.
14. Owner is a Corporation and has been duly formed, exists and is in good standing in the state of its formation, is in good standing under the laws of its state of California [where the property is located], and no proceeding is pending for its dissolution or annulment. Owner has paid in full all license, state franchise, and city corporation taxes, if applicable, due and payable by Owner.
15. Owner is not a foreign Person, but rather a "United States person" within the meaning of Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation, which might otherwise be imposed under Section 1445(a) of the Code.

[Signature Page Immediately Follows.]

This OWNER'S AFFIDAVIT is sworn and subscribed on _____, 2022.

OWNER:

St. John of God Health Care Services,
A California Nonprofit Public Benefit Corporation

By: _____
Joseph de la Rosa,
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)SS
COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature. _____



ORIGINAL

Contract Number

23-34 A1

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation</u>
Contractor Representative	<u>Joseph de la Rosa</u>
Telephone Number	<u>323-708-5004</u>
Original Contract Amount	<u>\$2,000,000</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u></u>
Cost Center	<u>1010001000</u>
GRC/PROJ/JOB No.	<u>62004229</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, a public body, corporate and politic ("BUYER"), and St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation, ("SELLER"), entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated January 24, 2023 (the "Agreement"), wherein SELLER agrees to sell and BUYER agrees to purchase the fee simple interest in certain real property containing approximately 29.47 acres, improved with 9, single-story, concrete block buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road (APN 3105-191-11) in the City of Victorville, County of San Bernardino, as more specifically described in the Agreement (the "PROPERTY"); and

WHEREAS, the BUYER and SELLER now desire to amend the Agreement to remove the erroneous inclusion of the first sentence of the existing Section 3.10, Conditions to Close of Escrow, Paragraph 3.10.2, Conditions to BUYER's Obligations, Sub-paragraph (c), Condition and Possession, as more specifically set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Agreement is amended as follows:

1. Effective as of April 11, 2023, DELETE in its entirety the existing Section 3.10, Conditions to Close of Escrow, Paragraph 3.10.2, Conditions to BUYER's Obligations, Sub-paragraph (c), Condition and Possession and SUBSTITUTE therefore the following as a new Section 3.10, Conditions to Close of Escrow, Paragraph 3.10.2, Conditions to BUYER's Obligations, Sub-paragraph (c) Condition and Possession:
 - 3.10 Conditions to Close of Escrow

3.10.2 Conditions to BUYER's Obligations,

(c) *Condition and Possession.* At least ten (10) Business Days prior to the Closing Date, SELLER shall remove any of SELLER's debris and trash from the Property. At Closing, SELLER shall assign, transfer, convey and deliver to BUYER the personal property located on the Property (the "**Personal Property**") which is listed in Exhibit "C" hereto, pursuant to a Bill of Sale in the form attached hereto as Exhibit "D".

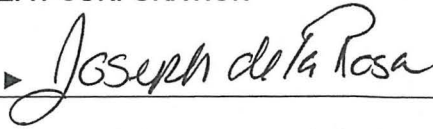
2. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of conflict between the Agreement and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF THE FIRST AMENDMENT.

BUYER: SAN BERNARDINO COUNTY

SELLER: ST. JOHN OF GOD HEALTH CARE SERVICES, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By 
Dawn Rowe, Chair, Board of Supervisors

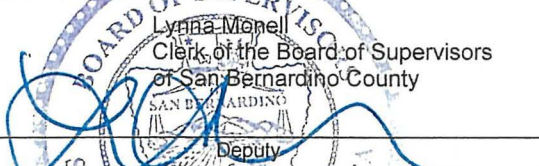
By 

Dated: APR 11 2023

Name Joseph de la Rosa, a/k/a Br. Stephen de la Rosa, O.H.
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

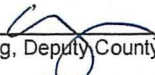
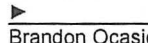
Title Secretary
(Print or Type)

By 
Lynn Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

Dated: 4/4/23

Address 2468 S. St. Andrews Pl.
Los Angeles, CA 90018

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
By <u></u> Agnes Cheng, Deputy County Counsel	By _____	By <u></u> Brandon Ocasio, Real Property Manager, RESD
Date <u>4/7/2023</u>	Date _____	Date _____



Chicago Title Company

Rancho Hills Escrow Division

9090 Milliken Ave. #100, Rancho Cucamonga, CA 91730

Phone: (909) 941-6494 • Fax: (909) 466-5076

AMENDED ESCROW INSTRUCTIONS

Date: May 31, 2023

Escrow No.: 00188750-022-PF1

RE: 13333 Palmdale Road, Victorville, CA 92392

TO: Chicago Title Company

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

DUE DILIGENCE and CLOSE OF ESCROW: Buyer and Seller are aware and in agreement that Section 2.1 of the Purchase and Sale Agreement and Joint Escrow Instructions, Buyer’s “Due Diligence Period” is hereby extended and shall end at 5:00 P.M. on August 29, 2023 and Section 3.1 of same Purchase and Sale Agreement and Joint Escrow Instructions “Close of Escrow” shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period but no later than October 2, 2023.

All other terms and conditions of this escrow shall remain the same. All parties signing this instructions have read, understood and agree to the instruction and acknowledge receipt of a copy of same.

END OF AMENDMENT

BUYER:

San Bernardino County, a public body, corporate and politic


By:


Terry W. Thompson, Director,
Real Estate Services

SELLER:

St. John of God Health Care Services, a non-profit public benefit corporation ^{California}

By:


Joseph de la Rosa,
aka, Br. Stephen de la Rosa, O.H.

Secretary



AMENDED ESCROW INSTRUCTIONS

Date: July 12, 2023

Escrow No.: 00188750-022-PF1

RE: 13333 Palmdale Road, Victorville, CA 92392

TO: Chicago Title Company

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

PURCHASE PRICE: San Bernardino County, a public body, corporate and politic ("BUYER"), and St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation ("SELLER") (each of them a "Party" and jointly the "Parties"), entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated January 24, 2023, as amended by the First Amendment dated April 11, 2023 and the Amended Escrow Instructions dated May 31, 2023 (collectively, the "Agreement"), wherein SELLER agrees to sell and BUYER agrees to purchase the fee simple interest in certain real property containing approximately 29.47 acres, improved with 9, single-story, concrete block buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road (APN 3105-191-11) in the City of Victorville, County of San Bernardino, as more specifically described in the Agreement (the "Property"); and

WHEREAS, the BUYER and SELLER now desire to amend the Agreement to reflect a reduction in the purchase price, attributed to newly discovered repairs, remediation, upgrades, and access issues, pursuant to Paragraph 1, Purchase and Sale of the Property, Sub-paragraph 1.2, Amount of Purchase Price, as more specifically set forth in this amendment (the "Third Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree Effective as of the date this Third Amendment is mutually executed by the Parties, the Agreement is amended as follows:

1. DELETE in its entirety the existing Paragraph 1.2, Amount of Purchase Price, and SUBSTITUTE therefore the following as a new Paragraph 1.2, Amount of Purchase Price, which shall read as follows:

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER's right, title, and interest to the Property, is the total sum of ONE MILLION, TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,200,000.00), (the "Purchase Price"), which shall be deposited with Escrow Holder in accordance with this Agreement.

2. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of conflict between the Agreement and this Third Amendment, the provisions and terms of this Third Amendment shall control.

END OF AMENDMENT

BUYER:

San Bernardino County, a public body, corporate and politic

By: Terry W. Thompson, Director, Real Estate Services

SELLER:

St. John of God Health Care Services, a California non-profit public benefit corporation

By: Joseph de la Rosa, aka, Br. Stephen de la Rosa, O.H.

Secretary



AMENDED ESCROW INSTRUCTIONS

Date: July 12, 2023

Escrow No.: 00188750-022-PF1

RE: 13333 Palmdale Road, Victorville, CA 92392

TO: Chicago Title Company

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

PURCHASE PRICE: San Bernardino County, a public body, corporate and politic ("**BUYER**"), and St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation ("**SELLER**") (each of them a "**Party**" and jointly the "**Parties**"), entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated January 24, 2023, as amended by the First Amendment dated April 11, 2023 and the Amended Escrow Instructions dated May 31, 2023 (collectively, the "**Agreement**"), wherein SELLER agrees to sell and BUYER agrees to purchase the fee simple interest in certain real property containing approximately 29.47 acres, improved with 9, single-story, concrete block buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road (APN 3105-191-11) in the City of Victorville, County of San Bernardino, as more specifically described in the Agreement (the "**Property**"); and

WHEREAS, the BUYER and SELLER now desire to amend the Agreement to reflect a reduction in the purchase price, attributed to newly discovered repairs, remediation, upgrades, and access issues, pursuant to Paragraph 1, Purchase and Sale of the Property, Sub-paragraph 1.2, Amount of Purchase Price, as more specifically set forth in this amendment (the "**Third Amendment**").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree Effective as of the date this Third Amendment is mutually executed by the Parties, the Agreement is amended as follows:

1. DELETE in its entirety the existing Paragraph 1.2, Amount of Purchase Price, and SUBSTITUTE therefore the following as a new Paragraph 1.2, Amount of Purchase Price, which shall read as follows:

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER's right, title, and interest to the Property, is the total sum of **ONE MILLION, TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,200,000.00)**, (the "**Purchase Price**"), which shall be deposited with Escrow Holder in accordance with this Agreement.

2. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of conflict between the Agreement and this Third Amendment, the provisions and terms of this Third Amendment shall control.

END OF AMENDMENT

BUYER:

San Bernardino County, a public body, corporate and politic

By: 
Terry W. Thompson, Director,
Real Estate Services

SELLER:

St. John of God Health Care Services, a California non-profit public benefit corporation

By: _____
Joseph de la Rosa, aka, Br. Stephen de la Rosa, O.H.
Secretary



AMENDED ESCROW INSTRUCTIONS

Date: September 29, 2023
Escrow No.: **00188750-022-PF1**

RE: **13333 Palmdale Road, Victorville, CA 92392**

TO: **Chicago Title Company**

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

CLOSE OF ESCROW: Buyer and Seller are in agreement that Section 3.1 of the Purchase and Sale Agreement and Joint Escrow Instructions, “Opening of Escrow; Closing Date” is hereby amended to provide that the Close of Escrow shall occur as soon as reasonably possible following the obtaining of consent from the California Attorney General for sale of subject property, but in no event later than January 31, 2024 (“Closing Date”). The terms “Close of Escrow” and/or the “Closing” shall mean the consummation of the transaction contemplated by this Agreement to accrue through Escrow including Seller conveyance of the subject property to the Buyer.

All other terms and conditions of this escrow shall remain the same. All parties signing this instructions have read, understood and agree to the instruction and acknowledge receipt of a copy of same.

END OF AMENDMENT

BUYER:

San Bernardino County, a public body, corporate and politic

By: _____
Terry W. Thompson, Director,
Real Estate Services

SELLER:

St. John of God Health Care Services, a California non-profit public benefit corporation

By: Joseph de la Rosa
Joseph de la Rosa,
aka, Br. Stephen de la Rosa, O.H., Secretary



AMENDED ESCROW INSTRUCTIONS

Date: September 29, 2023
Escrow No.: **00188750-022-PF1**

RE: **13333 Palmdale Road, Victorville, CA 92392**

TO: **Chicago Title Company**

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

CLOSE OF ESCROW: Buyer and Seller are in agreement that Section 3.1 of the Purchase and Sale Agreement and Joint Escrow Instructions, “Opening of Escrow; Closing Date” is hereby amended to provide that the Close of Escrow shall occur as soon as reasonably possible following the obtaining of consent from the California Attorney General for sale of subject property, but in no event later than January 31, 2024 (“Closing Date”). The terms “Close of Escrow” and/or the “Closing” shall mean the consummation of the transaction contemplated by this Agreement to accrue through Escrow including Seller conveyance of the subject property to the Buyer.

All other terms and conditions of this escrow shall remain the same. All parties signing this instructions have read, understood and agree to the instruction and acknowledge receipt of a copy of same.

END OF AMENDMENT

BUYER:

San Bernardino County, a public body, corporate and political

By: 
Terry W. Thompson, Director,
Real Estate Services

SELLER:

St. John of God Health Care Services, a California non-profit public benefit corporation

By: _____
Joseph de la Rosa,
aka, Br. Stephen de la Rosa, O.H., Secretary

RESOLUTIONS BY UNANIMOUS WRITTEN CONSENT

OF THE BOARD OF TRUSTEES OF
ST. JOHN OF GOD HEALTH CARE SERVICES
(a California Nonprofit Public Benefit Corporation)

The Board of Trustees of St. John of God Health Care Services, a California nonprofit public benefit corporation (the “Corporation”) hereby adopts the following resolutions:

WHEREAS, Article III, Section 9(c)(2) of the Amended and Restated Bylaws of the Corporation reserves to Hospitaller Brothers Healthcare Corporation, as the sole Member of the Corporation, the right to approve the sale of any real property owned by the Corporation; and

WHEREAS, the Corporation owns a 29.47 acre property located at 13333 Palmdale Road, Victorville, CA, upon which there are 9 buildings totaling 17,700 square feet (the “Palmdale Road Property”) where the Corporation operates an in-patient addiction treatment facility pursuant to contracts with the County of San Bernardino’s (the “County”) Department of Behavioral Health (the “Palmdale Road Property”); and

WHEREAS, effective January 24, 2023 the Corporation and the County entered into a Purchase and Sale Agreement and Joint Escrow Instructions (the “PSA”) containing the terms for the sale of the Palmdale Road Property to the County, with the intention that the County will continue to operate an in-patient addiction treatment facility on the Palmdale Road Property following the closing of the sale, with the County to select and contract with a new operator for the facility; and

WHEREAS, the PSA provides for a purchase price of two million dollars (\$2,000,000.00) for the Palmdale Road Property, subject to such reductions as may be agreed upon by the Corporation and the County following the County’s due diligence investigations in light of the recognition on the part of both the Corporation and the County that long-term upgrades are needed to the electrical system for the facility (with the Corporation having obtained an estimate for such upgrades totaling \$431,188.00), and that the need for additional upgrades to the facility might be determined during the course of the due diligence investigations; and

WHEREAS, the County, following its due diligence investigations, proposed to the Corporation that the purchase price for the Palmdale Road Property be reduced by one million dollars (\$1,000,000.00) to a total purchase price of one million dollars (\$1,000,000.00) on account of the need for electrical system upgrades, the need for the County to develop a new access road on the property for the facility, and various other upgrades to the facility that the County will need to pay for after it takes title to the Palmdale Road Property; and

WHEREAS, the Corporation in response suggested a price reduction of eight hundred thousand dollars (\$800,000.00) to a total purchase price of one million two hundred thousand dollars (\$1,200,000.00), which the County has accepted; and

WHEREAS, the Board of Trustees of the Corporation has determined that it is in the best interests of the Corporation to proceed with the sale of the Palmdale Road Property to the County for one million two hundred thousand dollars (\$1,200,000.00) pursuant to the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the PSA, which sale will also ensure that the Palmdale Road Property will continue to be used as an in-patient addiction treatment facility,

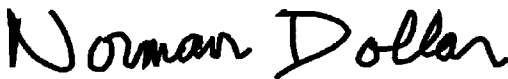
NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of St. John of God Health Care Services hereby recommends to Hospitaller Brothers Healthcare Corporation, as the sole Member of St. John of God Health Care Services, that it approve the reduction of the sale price for the property located at 13333 Palmdale Road, Victorville, CA, 92392 to the County of San Bernardino to one million two hundred thousand dollars (\$1,200,000.00) pursuant to the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the Purchase and Sale Agreement and Joint Escrow Instructions; and

BE IT FURTHER RESOLVED, that the Secretary of St. John of God Health Care Services shall cause these Resolutions By Unanimous Written Consent, including the exhibit attached hereto, to be placed in the Minute Book of the Corporation and that they shall become a part of the records of the Corporation.

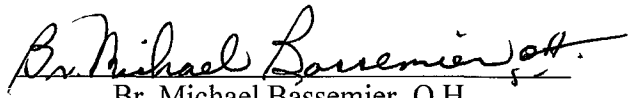
The undersigned, being the entire Board of Trustees of St. John of God Health Care Services, hereby consent to the above resolutions, direct that this Unanimous Written Consent be filed with the Secretary of St. John of God Health Care Services, placed in the Minute Book of St. John of God Health Care Services and become a part of the records of St. John of God Health Care Services, and confirm that said resolution shall have the same force and effect as if it were adopted at a meeting of the Board of Trustees of St. John of God Health Care Services, duly called with proper notice at which the Board of Trustees was present.

This written consent may be executed in multiple counterparts.

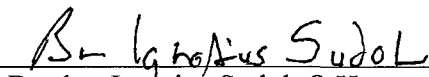
Dated and effective as of July 27, 2023.



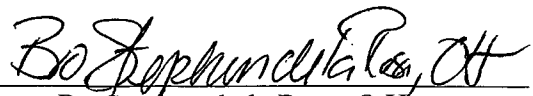
Norman Dollar,
Trustee



Br. Michael Bassemier, O.H.
Trustee



Brother Ignatius Sudol, O.H.
Trustee



Br. Stephen de la Rosa, O.H.
Trustee

RESOLUTIONS BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF TRUSTEES OF
HOSPITALLER BROTHERS HEALTHCARE CORPORATION
(a California Nonprofit Public Benefit Corporation),
AS SOLE MEMBER OF
ST. JOHN OF GOD HEALTH CARE SERVICES
(a California Nonprofit Public Benefit Corporation)

The Board of Trustees of Hospitaller Brothers Healthcare Corporation, a California nonprofit public benefit corporation (“HBHC”), as the sole Member of St. John of God Health Care Services, a California nonprofit public benefit corporation (the “Corporation”), hereby adopts the following resolutions:

WHEREAS, Article III, Section 9(c)(2) of the Amended and Restated Bylaws of the Corporation reserves to HBHC, as the sole Member of the Corporation, the right to approve the sale of any real property owned by the Corporation; and

WHEREAS, the Corporation owns a 29.47 acre property located at 13333 Palmdale Road, Victorville, CA, upon which there are 9 buildings totaling 17,700 square feet (the “Palmdale Road Property”) where the Corporation operates an in-patient addiction treatment facility pursuant to contracts with the County of San Bernardino’s (the “County”) Department of Behavioral Health (the “Palmdale Road Property”); and

WHEREAS, effective January 24, 2023 the Corporation and the County entered into a Purchase and Sale Agreement and Joint Escrow Instructions (the “PSA”) containing the terms for the sale of the Palmdale Road Property to the County, with the intention that the County will continue to operate an in-patient addiction treatment facility on the Palmdale Road Property following the closing of the sale, with the County to select and contract with a new operator for the facility; and

WHEREAS, the PSA provides for a purchase price of two million dollars (\$2,000,000.00) for the Palmdale Road Property, subject to such reductions as may be agreed upon by the Corporation and the County following the County’s due diligence investigations in light of the recognition on the part of both the Corporation and the County that long-term upgrades are needed to the electrical system for the facility (with the Corporation having obtained an estimate for such upgrades totaling \$431,188.00), and that the need for additional upgrades to the facility might be determined during the course of the due diligence investigations; and

WHEREAS, the County, following its due diligence investigations, proposed to the Corporation that the purchase price for the Palmdale Road Property be reduced by one million dollars (\$1,000,000.00) to a total purchase price of one million dollars (\$1,000,000.00) on account of the need for electrical system upgrades, the need for the County to develop a new access road on the property for the facility, and various other upgrades to the facility that the County will need to pay for after it takes title to the Palmdale Road Property; and

WHEREAS, the Corporation in response suggested a price reduction of eight hundred thousand dollars (\$800,000.00) to a total purchase price of one million two hundred thousand dollars (\$1,200,000.00), which the County has accepted; and

WHEREAS, the Board of Trustees of the Corporation has determined that it is in the best interests of the Corporation to proceed with the sale of the Palmdale Road Property to the County for one million two hundred thousand dollars (\$1,200,000.00) pursuant to the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the PSA, which sale will also ensure that the Palmdale Road Property will continue to be used as an in-patient addiction treatment facility, and the Board of Trustees of the Corporation has accordingly recommended to HBHC that it approve the reduction of the sale price for the Palmdale Road Property to one million two hundred thousand dollars (\$1,200,000.00); and

WHEREAS, the Board of Trustees of HBHC has also determined that it is in the best interests of the Corporation to proceed with the sale of the Palmdale Road Property to the County for one million two hundred thousand dollars (\$1,200,000.00) pursuant to the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the PSA,

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Hospitaller Brothers Healthcare Corporation hereby approves the reduction of the sale price for the property located at 13333 Palmdale Road, Victorville, CA, 92392 to the County of San Bernardino to one million two hundred thousand dollars (\$1,200,000.00) pursuant to the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the Purchase and Sale Agreement and Joint Escrow Instructions; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Hospitaller Brothers Healthcare Corporation hereby authorizes Joseph de la Rosa a/k/a Br. Stephen de la Rosa, O.H. as Secretary of St. John of God Health Care Services to execute the attached Amended Escrow Instructions (a/k/a the "Third Amendment") to the Purchase and Sale Agreement and Joint Escrow Instructions, and to execute all necessary documents to effectuate the sale of the property located at 13333 Palmdale Road, Victorville, CA 92392 to the County of San Bernardino; and

BE IT FURTHER RESOLVED, that these Resolutions by Unanimous Written Consent are executed and shall be effective on the date set forth below; and

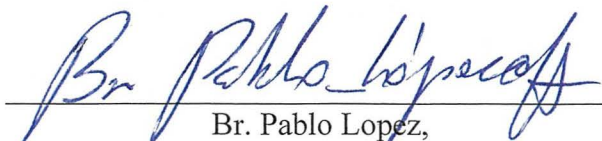
BE IT FURTHER RESOLVED, that the Secretary of Hospitaller Brothers Healthcare Corporation shall cause these Resolutions By Unanimous Written Consent, including the exhibit attached hereto, to be placed in the Minute Book of Hospitaller Brothers Healthcare Corporation, with a copy provided to St. John of God Health Care Services, and that they shall become a part of the records of Hospitaller Brothers Healthcare Corporation.

The undersigned, being the entire Board of Trustees of Hospitaller Brothers Healthcare Corporation, hereby consent to the above resolutions, direct that this Unanimous Written Consent

be filed with the Secretary of Hospitaller Brothers Healthcare Corporation, placed in the Minute Book of Hospitaller Brothers Healthcare Corporation, with a copy to be provided to St. John of God Health Care Services, and become a part of the records of Hospitaller Brothers Healthcare Corporation, and confirm that said resolutions shall have the same force and effect as if they were adopted at a meeting of the Board of Trustees of Hospitaller Brothers Healthcare Corporation, duly called with proper notice at which the Board of Trustees was present.

This written consent may be executed in multiple counterparts.

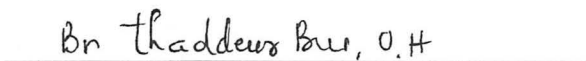
Dated and effective as of August 3, 2023.



Br. Pablo Lopez,
Trustee



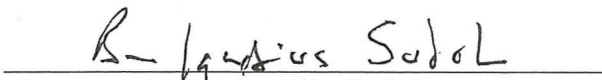
Br. Michael Bassemier,
Trustee



Br. Thaddeus Bui,
Trustee



Br. Stephen de la Rosa,
Trustee



Br. Ignatius Sudol,
Trustee