

# PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”), dated as of March 25, 2020 (“**Execution Date**”), is entered into between Adventist Health Tulare, a California nonprofit religious organization (“**Buyer**”) and Tulare Local Healthcare District, a California local healthcare district organized under Division 23 of the California Health and Safety Code (“**Seller**”). Together Buyer and Seller may be referred to as the “**Parties**”, and each, a “**Party**”.

## RECITALS

WHEREAS, Buyer is the operator of a healthcare system located in Tulare, California;

WHEREAS, Seller is the owner of a modular building constructed in 2015 consisting of one or more pieces located at 398 S. Street, Earlimart, CA 93218 (“**Modular Building**”) comprising 2,830± sq. ft. medical, dental and laboratory office space which Seller previously used to operate a healthcare clinic on the campus of the Earlimart School District, a more complete description and photographs of which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Modular Building.

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

## ARTICLE I DEFINITIONS

Capitalized terms have the meanings set forth or referred to in this **ARTICLE I**.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“**Agreement**” means this Master Agreement and all Individual Transactions and all schedules, exhibits, attachments, or appendices specifically referenced herein and therein.

“**Business Day**” means any day other than Saturday, Sunday, or a federal or California holiday.

“**Claim**” means any Action brought against a Person entitled to indemnification.

“**Closing**” or “**Closes**”, as the context requires, means the consummation of the transaction contemplated by this Agreement.

“**Closing Date**” means April 30, 2020.

“**Control**” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization, or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“**Person**” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

“**Personnel**” means agents, employees, or subcontractors engaged or appointed by Seller or Buyer.

“**Representatives**” means a Party’s Affiliates, and each of their respective Personnel, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns.

“**Taxes**” means any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer under this Agreement; exclusive, however, of any taxes, assessments, or other levies imposed on Seller’s income or capital (including leased or purchased property, equipment, or software), any franchise taxes, any taxes in lieu of net income taxes, and any other direct taxes imposed on Seller.

## **ARTICLE II AGREEMENT TO PURCHASE AND SELL GOODS**

**Section 2.01 Purchase and Sale.** Subject to the terms and conditions of this Agreement and effective on the Closing Date, Buyer shall purchase the Modular Building from Seller, and Seller shall sell Modular Building to Buyer for the amount of four hundred thousand dollars (\$400,000.00) (“**Purchase Price**”).

**Section 2.02 Title.** Title to Modular Building passes to Buyer when the transaction Closes on the Closing Date.

**Section 2.03 Purchase is in “as is” Condition.** Except for the representations and warranties of Seller set forth in this Agreement, Buyer is purchasing the Modular Building in an “**AS IS**” and “**WITH ALL FAULTS**” condition. Except as otherwise expressly provided herein, no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Modular Building, or the transaction contemplated herein, or regarding leases or the zoning, construction, physical condition, value, economic viability, or other status of the Modular Building except as may be expressly set forth herein. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained herein shall be valid or binding on Seller. Buyer acknowledges and agrees that except as otherwise expressly provided herein, (i) the sale provided for herein is made without any warranty by Seller whatsoever; specifically (but without limiting the generality of the foregoing) without any warranty, express or implied, of the nature or quality of the Modular Building; the development potential; the quality of the labor and/or materials included in any of the works of improvement; the fitness of the Modular Building for any particular purpose or development potential; the presence or suspected presence of hazardous wastes or substances in or on the Modular Building; or the zoning or, unless otherwise mentioned herein, other legal status of the Modular Building; (ii) that neither Seller, nor agents, employees or representatives of Seller have made any written or oral warranty, representation or guarantee, express, implied or statutory, concerning the Modular Building (including, but not limited to, any limited warranty of merchantability or fitness for any particular use or purpose or reasonable workmanship) which has induced Buyer to execute this Agreement; and (iii) that any and all such warranties, representations and guarantees are expressly disclaimed by Seller. Buyer shall rely exclusively on Buyer’s own investigation and inspection of the Modular Building.

**Section 2.04 Risk of Loss.** Notwithstanding any agreement between Buyer and Seller concerning transfer of title, risk of loss to the Modular Building passes to Buyer when the transaction Closes. Seller will bear all risk of loss or damage to the Modular Building until the transaction Closes.

## **ARTICLE III TERM; TERMINATION**

**Section 3.01 Term.** This Agreement commences on the Execution Date and continues until the transaction Closes on the Closing Date (“**Term**”).

**Section 3.02 Extensions.** Upon expiration of the Term, this Agreement may be extended by mutual written agreement of the Parties for one additional thirty (30) day period.

**Section 3.03 Buyer's Right to Terminate the Agreement.** Buyer may terminate this Agreement prior to the transaction Closing upon written Notice to Seller:

- (a) if Seller fails to perform, repudiates, or threatens to repudiate, any of its obligations under this Agreement;
- (b) except as otherwise specifically provided under this Agreement, if Seller is in breach of, or threatens to breach, any representation, warranty, or covenant of Seller under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a reasonable period of time under the circumstances, but in no case shall such period exceed fifteen (15) Business Days following Seller's receipt of Notice of such breach;
- (c) if, at any time subsequent to the Execution Date, Seller (i) becomes insolvent; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- (d) in the event of a Force Majeure Event affecting the Seller's performance of this Agreement for more than fifteen (15) Business Days;

Any termination under this section is effective on Seller's receipt of Buyer's Notice of termination or any later date set out in the Notice.

**Section 3.04 Seller's Right to Terminate for Cause.** Seller may terminate this Agreement on Notice to Buyer:

- (a) If Buyer is in breach of any representation, warranty, or covenant of Buyer under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time, but in no case shall such period exceed fifteen (15) Business Days following Seller's receipt of Notice of such breach.
- (b) if, at any time subsequent to the Execution Date, Buyer: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (iv) makes or seeks to make a general assignment for

the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Any termination under this section is effective on Buyer's receipt of Seller's Notice of termination.

### **Section 3.05 Effect of Expiration or Termination.**

(a) Upon the expiration or earlier termination of this Agreement, each Party shall promptly return any documents, tangible materials, money, and anything else received from the other Party as it relates to this transaction.

(b) Each Party will not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of rights, remedies, or defenses under this Agreement, at law, in equity, or otherwise.

## **ARTICLE IV CERTAIN OBLIGATIONS OF SELLER**

**Section 4.01 General Compliance with Laws Covenant.** Seller represents and warrants it has and shall, as may be required to consummate the transaction contemplated herein, has complied and shall comply with all Laws applicable to the Modular Building, this Agreement, and its obligations under this Agreement, including Laws applicable to local healthcare district's ability and requirements to dispose of surplus property.

**Section 4.02 Duty to Advise.** Seller shall promptly provide Notice to Buyer of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences (i) any failure by Seller to perform any of its obligations under this Agreement; (ii) any defects or quality problems relating to the title of the Modular Building; and (iii) any failure by Seller to comply with Law.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

**Section 5.01 Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) it is a California local healthcare district duly organized and validly existing;

(b) it has the full right, power, and authority to enter into this Agreement, and to perform its obligations under this Agreement;

(c) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of the Party;

(d) when executed and delivered by each of Buyer and Seller, this Agreement will constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(e) it is in material compliance with all Laws applicable to this Agreement;

(f) the execution, delivery, and performance of this Agreement by Seller will not violate, conflict with, require consent under, or result in any breach or default under (i) any contract which Seller is a party, (ii) any of Buyer's organizational documents or (iii) any applicable Law;

(g) Seller has good and marketable title to, and the right to transfer, the Modular Building;

(h) Seller has not leased or otherwise contracted for the possession or use of the Modular Building;

(i) after reasonable inquiry, Seller has no actual knowledge of any third party that may claim any right, title, or interest in the Modular Building; and

(j) Seller's right, title, and interest to the Modular Building is free and clear of all liens, security interests, taxes, or other Encumbrances.

Seller's representations and warranties set forth in this Section 5.01 will survive Closing. Seller covenants to Buyer that Seller shall, at its own cost and expense, defend Buyer's title to the Modular Building against the demands of anyone claiming through Seller. As used herein, the term "knowledge" means the actual knowledge of the Seller as of the Closing. Except as otherwise expressly indicated, Seller has not undertaken any independent investigation to determine the accuracy of any such statement.

**Section 5.02 Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

(a) it is a California nonprofit religious corporation duly organized, validly existing, and in good standing;

(b) it is duly qualified to do business and is in good standing in California;

(c) it has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement;

(d) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;

(e) the execution, delivery, and performance of this Agreement by Buyer will not violate, conflict with, require consent under, or result in any breach or default under

(i) any contract which Buyer is a party, (ii) any of Buyer's organizational documents or (iii) any applicable Law;

(f) when executed and delivered by each of Seller and Buyer, this Agreement will constitute the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

## **ARTICLE VI INDEMNIFICATION**

**Section 6.01 Indemnification.** Subject to the terms and conditions of this Agreement, each Party (as "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other and its representatives, officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final non-appealable judgment (collectively, "**Losses**"), arising out of or resulting from any Claim of a third party alleging:

(a) breach or non-fulfillment of any representation, warranty, or covenant of this Agreement by Indemnifying Party or Indemnifying Party's Personnel;

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;

(c) any bodily injury, death of any Person, or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or its Personnel; or

(d) any failure by Indemnifying Party or its Personnel to materially comply with any applicable Laws.

## **ARTICLE VII LIMITATION OF LIABILITY**

**Section 7.01 No Liability for Consequential or Indirect Damages.** EXCEPT FOR LIABILITY FOR INDEMNIFICATION, NEITHER PARTY NOR ITS REPRESENTATIVES ARE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## ARTICLE VIII CLOSING

**Section 8.01 Closing.** The Closing shall take place on the Closing Date by each Party performing its obligations.

**Section 8.02 Conditions Precedent to Buyer's Obligations.** Buyer's obligation to consummate the transactions contemplated hereby is conditioned and contingent upon each of the following:

(a) **Compliance with Agreement.** Seller's performance of and compliance with all covenants, agreements, conditions, terms and provisions required by this Agreement prior to the Closing Date.

(b) **Accuracy of Representations and Warranties.** The accuracy and completeness as of the Closing of all representations and warranties made by Seller.

(c) **Change of Law.** No Law or Order shall have been enacted, promulgated or enforced by any Government Entity, nor shall any legal or regulatory action have been instituted and remain pending and threatened that prohibits or restricts the Agreement or the transactions contemplated hereby.

(d) **School District Agreement.** Buyer has secured an agreement with the Earlimart School District ("School District") to access and use the Modular Building.

**Section 8.03 Conditions Precedent to Seller's Obligations.** The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned and contingent upon:

(a) **Buyer's Performance.** Buyer's performance and compliance with all covenants, agreements, conditions, terms and provisions required by this Agreement prior to the Closing Date.

(b) **Accuracy of Representations and Warranties.** The accuracy and completeness as of the Closing of all representations and warranties made by Buyer.

(c) **Change of Law.** No Law or Order shall have been enacted, promulgated or enforced by any Government Entity, nor shall any legal or regulatory action have been instituted and remain pending and threatened that prohibits or restricts the Agreement or the transactions contemplated hereby.

**Section 8.04 Waiver of Conditions.** The conditions to close set forth in Section 8.02 are solely for the benefit of Buyer and may be waived in writing by Buyer at any time. The conditions set forth in Section 8.03 are solely for the benefit of Seller and may be waived in writing by Seller at any time.

**Section 8.05 Satisfaction of Conditions.** The Parties agree to use reasonable efforts and due diligence to satisfy in a timely manner all of the foregoing conditions and contingencies.



**Section 8.06 Deliveries by Seller.** At or before the Closing, Seller shall deliver to Buyer the following (duly executed where appropriate):

(a) **Seller's Certificates.** Certificates of Seller, executed by Seller's duly authorized officers, confirming the completeness and truthfulness in all material respects of the representations, warranties and covenants made herein, and incumbency certificates identifying the officers of Seller as of the Closing Date.

(b) **Certified Resolutions.** A certified copy of the resolution of Seller's board of directors authorizing and approving the sale of the Modular Building, the execution and delivery of this Agreement and the consummation of transactions provided herein.

(c) **Bill of Sale.** A Bill of Sale, substantially in the form attached hereto as Exhibit B.

(d) **Evidence of Title.** Appropriate documents, if in Seller's possession at Closing, evidencing Seller's title to the Modular Building. A copy of the original of such documents will be procured and delivered by Seller to Buyer on the Closing Date.

(e) **Other Documents.** Such other documents as (i) may be reasonably requested by Buyer prior to the Closing Date to effect the closing of the transaction as they are herein contemplated, or (ii) are required to effect the Closing of the transactions as they are herein contemplated, whether or not requested by Buyer.

**Section 8.07 Deliveries by Buyer.** At or before the Closing, Buyer shall deliver to Seller the following (duly executed where appropriate):

(a) **Purchase Price.** Buyer shall deliver to Seller the Purchase Price by check or wire transfer, if Seller has provided wire transfer instructions.

(b) **Buyer's Certificates.** Certificates of Buyer, executed by Buyer's duly authorized officers, confirming the completeness and truthfulness in all material respects of the representations, warranties and covenants made herein, and incumbency certificates identifying the officers of Buyer as of the Closing Date.

(c) **Other Documents.** Such other documents as (i) may be reasonably requested by Seller prior to the Closing Date to effect the Closing, or (ii) are required to effect the Closing whether or not requested by Seller.

**Section 8.08 Other Expenses.** Except as otherwise provided herein, each of the Parties shall bear its own costs and expenses incurred in connection with the transactions described herein, including, without limitation, the fees and expenses of its respective counsel and accountants.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Further Assurances.** Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

**Section 9.02 Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, together with the Individual Transactions, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

**Section 9.03 Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

**Section 9.04 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer: Adventist Health Tulare  
869 N Cherry St.  
Tulare, CA 93274  
Attention: Randy Dodd, President

Notice to Seller: Tulare Local Healthcare District  
869 N. Cherry St.  
Tulare, CA 93274  
Attention: Sandra Ormonde, CEO

**Section 9.05 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**Section 9.06 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9.07 Amendment and Modification.** No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party.

**Section 9.08 Waiver.** No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

**Section 9.09 Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

**Section 9.10 Assignment.** Seller may not assign any of its rights or delegate any of its obligations under this Agreement without Buyer's prior written consent. Buyer may assign any of its rights or delegate any of its obligations to any Affiliate, without the consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.

**Section 9.11 Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**Section 9.12 No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 9.13 Choice of Law.** This Agreement is governed by, and construed in accordance with, the Laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of California.

**Section 9.14 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 9.15 Force Majeure.** Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller shall give

Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurances that a Force Majeure Event will not exceed fifteen (15) days.

**Section 9.16 Relationship of Parties.** Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Seller is an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Adventist Health Tulare

By\_\_\_\_\_

Name:

Title:

Tulare Local Healthcare District

By\_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**MODULAR BUILDING DESCRIPTION AND PHOTOGRAPHS**

**Description:** The Modular Building is 2,840± sq. ft. and was constructed in 2015. Said building sits on a concrete foundation and is metal frame with ribbed steel finish. Windows and doors are aluminum-framed glass type. The roof is finished with ribbed steel. The interior is demised into two waiting rooms, five exam rooms, two dental exam rooms, two labs, break room and two ADA unisex restrooms. The walls are finished with painted drywall; ceilings are suspended acoustical tile. Flooring is laminate throughout and tile in the restrooms. Lighting is via LED fixtures. The interior is heated and cooled via HVAC.



North elevation and main entrance



South elevation



Waiting room



Exam room



Bathroom



Parking lot

**EXHIBIT B**  
**BILL OF SALE**

# BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TULARE LOCAL HEALTHCARE DISTRICT, a local health care district of the State of California (“**District**”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to ADVENTIST HEALTH TULARE, a California nonprofit religious corporation (“**AH Tulare**”), all right, title and interest in and to the Modular Building as such term is defined in the Purchase and Sale Agreement dated as of March 25, 2020 by and between District and AH Tulare (the “**Agreement**”). AH Tulare acknowledges that District is making no representation or warranty with respect to the Modular Building being conveyed by this Bill of Sale except as specifically set forth in the Agreement. District for itself, its successors and assigns covenants and agrees that, upon the written request of AH Tulare, District will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by AH Tulare in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Modular Building sold, conveyed, transferred and delivered by this Bill of Sale.

This Bill of Sale is executed at Tulare, California, this \_\_\_\_ day of \_\_\_\_\_, 2020, and shall be effective as of 12:01 a.m. \_\_\_\_\_, 2020.

## DISTRICT

TULARE LOCAL HEALTHCARE DISTRICT, a  
local health care district of the State of California

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By:  
Its