

AGREEMENT FOR PURCHASE AND SALE
OF
REAL PROPERTY

by and between

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

as seller,

and

KINGS VIEW CORPORATION,
a California nonprofit public benefit corporation,

as purchaser

October , 2019

AGREEMENT FOR PURCHASE AND SALE
OF
REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “Agreement”) is made and entered into as of the October [REDACTED], 2019 (the “Contract Date”) by and between TULARE LOCAL HEALTHCARE DISTRICT, a local health care district of the State of California (“Seller”), and KINGS VIEW CORPORATION, a California nonprofit public benefit corporation (“Purchaser”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Definitions. Unless the context otherwise specifies or requires, for the purposes of this Agreement all words and phrases having their initial letters capitalized herein shall have the meanings set forth below:

“Appurtenances” shall mean all rights, privileges and easements appurtenant to the Land and/or Improvements, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights, water allocations, riparian rights and water stock relating to the Land, and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and/or Improvements and all of Seller’s right, title and interest in and to all roads and alleys adjoining or servicing the Land and/or Improvements.

“Closing Date” shall mean the earlier of the date of recordation of the Deed, or fifteen (15) calendar days after the end of the Contingency Period.

“Contingency Period” shall mean the period commencing on the Contract Date and terminating the earlier occurrence of Purchaser’s written termination of this Agreement in accordance with Section 4 or at 5:00 p.m. Pacific Time on the date which is sixty (60) calendar days after the Contract Date.

“Contract Obligations” shall mean those contracts, agreements, commitments, employment agreements, service contracts, utility contracts, construction contracts, maintenance agreements, leasing and brokerage agreements and all other contracts, agreements and obligations, whether or not in writing, which relate to the ownership, operation, management, maintenance, use or occupancy of the Property which will or may continue in effect on or after the Closing Date all of which are listed on Exhibit A attached hereto (the “List of Contract Obligations”).

“Environmental Laws” shall mean any and all presently existing federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of any federal, state or local governmental agency, court, board, bureau or other authority having jurisdiction with respect to or relating to the environment, to any Hazardous Substance or to any activity involving Hazardous Substances, and shall include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, *et seq.*, the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*) and all amendments thereto in effect as of the Closing Date.

“Escrow Company” shall mean Chicago Title Insurance Company, whose address for this transaction is as follows:

Chicago Title Insurance Co.
1905 N Hillman Street
Tulare, CA 93274
Attention: Teresa Alves
Telephone: (559) 686-8684

“Hazardous Substances” shall mean any chemical, compound, material, mixture, waste or substance not used in or produced as a result of the practice of medicine or dentistry, or any medical or dental laboratory procedures or methods, that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (i) asbestos, (ii) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*), (iii) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 *et seq.*), (iv) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, or (v) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

“Improvements” shall mean all improvements and fixtures now or hereafter located on the Land including, without limitation, 3,718± square feet of general office space and 1,200± square feet of manufactured office space.

“Intangible Property” shall mean: (a) all intangible personal property now or hereafter owned or held by Seller or any entity affiliated with Seller and used in the ownership, use or operation of the Property, now or hereafter used in connection with the Property; (b) to the extent approved by Purchaser pursuant to this Agreement, any contract or lease rights; utility contracts; (c) any and all transferable or assignable permits, plans and specifications, certificates of occupancy, operating permits, sign permits, development rights and approvals, certificates, licenses, warranties and guarantees, engineering, soils, pest control and other reports relating to the Property; (d) maintenance, service and other operating contracts, equipment leases and other arrangements or agreements to which Seller is a party affecting the ownership, repair, maintenance, management, leasing or operation of the Property; and (e) all other agreements or rights relating to the ownership, use and operation of the Property.

“Land” shall mean the real property located in the County of Tulare, State of California, comprising 0.699± acres, identified as APNs 170-092-004 and 170-092-003, commonly referred to a 793, 795 and 799 N. Cherry Street, Tulare, CA 93274, and more particularly described in Exhibit B to this Agreement.

“Laws and Restrictions” shall mean all applicable federal, state, local and other laws, statutes, regulations, codes, orders, ordinances and rules including, without limitation, those relating to fire, safety, land use, subdivision, health, labor, environmental protection, seismic design, conservation, parking, handicapped access, zoning and building, and all restrictive covenants (if any), other title encumbrances and other obligations affecting the Property, all Environmental Laws, all applicable provisions of the Fair Housing Act of 1968 and the Americans With Disabilities Act of 1990, and all amendments thereto.

“Opening of Escrow” shall mean the date on which Purchaser delivers to the Escrow Company a fully executed Agreement (or counter parts thereof).

“Property” shall mean collectively the Real Property and the Intangible Property.

“Real Property” shall mean the Land, the Improvements, and the Appurtenances, collectively.

“Title Company” shall mean Chicago Title Insurance Company whose address for this transaction is as follows:

Chicago Title Insurance Co.
1905 N Hillman Street
Tulare, CA 93274
Attention: Teresa Alves
Telephone: (559) 686-8684

“Title Report” shall mean the commitment for CLTA extended coverage owner’s title insurance with respect to the Land and Improvements to be issued to Purchaser by the Title Company.

2. Purchase And Sale. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on all of the terms, covenants and conditions set forth in this Agreement.

3. Purchase Price. The total purchase price for the Property (the “Purchase Price”) shall be the sum of THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00) which shall be paid by Purchaser to Seller through escrow on the Closing Date as follows:

3.1 Deposit. Purchaser has deposited or shall deposit with the Escrow Company within five (5) business days after the Opening of Escrow the amount of TEN THOUSAND AND 00/100 DOLLARS (\$10,000) (the “Deposit”), which sum the Escrow Company shall deposit in a federally insured interest-bearing account at a financial institution approved by Purchaser with the interest from such account to be credited to Purchaser. If the Purchaser has not canceled escrow, in writing, on or before sixty (60) calendar days after the Contract Date, or if Purchaser has at any time approved or waived all conditions set forth in Section 4(b), the Deposit shall, without condition, become non-refundable and shall be released to Seller. Notwithstanding the foregoing, the Deposit shall be returned to Purchaser following Purchaser’s demand therefor made in writing following Purchaser’s termination of this Agreement for any default by Seller.

3.2 Cash Payment. The balance of Purchase Price shall be paid by Purchaser to Seller in cash on the Closing Date.

4. Review And Inspection; Conditions To Agreement.

(a) Review And Inspection. During the Contingency Period, Purchaser shall have the right, in its sole and absolute discretion, to conduct, at its sole cost and expense, such investigations, studies, surveys, analyses and tests on and of the Real Property, environmental audits or surveys, studies and tests of the Real Property and its physical, environmental, economic and legal condition as Purchaser shall, in its sole and absolute discretion, determine are necessary or desirable, including, without limitation, structural tests, environmental audits and studies, and other engineering tests, and to make such evaluations as Purchaser may, in its sole and absolute discretion, determine are necessary or desirable under the circumstances, all subject to Section 5.3(a) below. In order to perform the foregoing investigations, Purchaser, its agents, contractors, employees and potential lenders, shall

have reasonable access to the Real Property, all for the purposes of inspecting the same and conducting tests, inspections, and analyses thereon and making evaluations thereof, all at Purchaser's expense, and Seller shall, within seven (7) calendar days after the Opening of Escrow and only to the extent such documents exist and are in Seller's possession, provide Purchaser all contracts (service, maintenance or management), permits, licenses, plans, surveys, studies, drawings, reports, CC&Rs, insurance policies, guarantees and warranties regarding or relating to the Real Property. Purchaser may, at any time during the Contingency Period, terminate this Agreement for any reason or no reason at all in Purchaser's sole and absolute discretion upon written notice to Seller, in which case the Deposit shall be returned to Purchaser and, except for the indemnity provided in Section 5.3(a) below, this Agreement shall be null and void and of no further force and effect. All due diligence investigations, if any, and the results, reports, and other work product relating thereto, shall be Purchaser's property and solely for the benefit of Purchaser.

(b) Purchaser's Conditions Precedent. Purchaser's obligation to purchase the Property or, with the exception of the non-refundable payment of the Deposit to Seller under Section 3.1, otherwise to perform any obligation provided in this Agreement shall be conditioned expressly upon the fulfillment to Purchaser's satisfaction (as determined by Purchaser in its sole and absolute discretion) of each of the following conditions precedent within the time periods specified:

(i) Purchaser's review and approval of the Title Report including, without limitation, the exceptions to title and legal description of the Land contained therein, within the Contingency Period. In the event Purchaser objects to any matter contained or referred to in the Title Report or any ALTA survey commissioned by Purchaser, Purchaser shall deliver written notice of such objection to Seller no later than five (5) calendar days prior to the expiration of the Contingency Period. Seller shall then have three (3) calendar days after receipt of Purchaser's objections within which to notify Purchaser in writing as to which of such matters objected to by Purchaser Seller will or will not cure. Failure of Seller to notify Purchaser within such period of its election shall be deemed Seller's election not to cure all of such matters. If Seller elects not to cure any or all of such matters, Purchaser shall have the right in its sole and absolute discretion to elect either (i) to terminate this Agreement and receive back the Deposit, or (ii) to waive such matters and proceed to close. Failure by Purchaser to waive such matters shall be deemed to be a termination by Purchaser of this Agreement in accordance with this Section 4. If Seller elects to cure any of such matters, such election shall be a covenant of Seller, but Seller shall have until the Closing Date to effect such cure. Notwithstanding the foregoing, Seller shall on or prior to the Closing Date, cure all monetary liens not caused by Purchaser and pay off and remove any assessments on the Property.

(ii) The issuance by the Title Company on the Closing Date, upon payment of its normal premium, of the title insurance policy described in subsection (iv) below.

(iii) As of the Closing Date, there shall have been no material adverse change in the condition of the Property, or any portion thereof, or in any document, contractual relations, or other circumstances affecting the Property previously approved by Purchaser.

(iv) During the Contingency Period, Purchaser determining, to Purchaser's satisfaction in its sole and absolute discretion, that Purchaser can obtain an CLTA Title Insurance Policy, together with such endorsements as Purchaser may reasonably require (the "Owner's Policy"), insuring Purchaser in the amount of the Purchase Price that fee simple absolute title to the Real Property is vested in Purchaser subject only to the Conditions of Title (as defined in Section 7.1 below).

(v) Purchaser's ability to secure a loan on terms acceptable to Purchaser.

The foregoing conditions are solely for the benefit of Purchaser. At any time or times on or before the date for the satisfaction or waiver of each condition, at Purchaser's election in its sole and absolute discretion, Purchaser may waive any of the foregoing conditions by written notice to Seller. Other than Purchaser's close of escrow pursuant to this Agreement which shall waive all such unfulfilled conditions, no waiver shall be effective unless made in writing specific as to the conditions or matters so waived. No such waiver shall be inferred or implied by any act or conduct of Purchaser or reduce the rights or remedies of Purchaser arising from any breach of any undertaking, agreement, covenant, warranty, or representation of Seller under this Agreement.

In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Purchaser are neither fulfilled, nor waived pursuant as provided above, Purchaser, at its election in its sole and absolute discretion, by written notice to Seller, may terminate this Agreement and be released from all obligations under this Agreement. Purchaser's failure to notify Seller within one business day after the date for satisfaction or waiver of each condition that such condition has been satisfied or waived, shall be deemed to be Purchaser's election to terminate this Agreement. In the event of termination by Purchaser, the Deposit and all other funds deposited in escrow by Purchaser (other than the Option Consideration) or paid by Purchaser to Seller outside of escrow and all interest accrued on such funds (less Purchaser's share of any escrow or title cancellation fees) shall be returned immediately to Purchaser, and all documents deposited in escrow by Purchaser or Seller shall be returned to the depositing party.

(c) Seller's Conditions Precedent. Seller's obligation to sell the Property or otherwise to perform any obligation provided in this Agreement shall be conditioned expressly upon the fulfillment to Seller's satisfaction (as determined by Seller in its sole and absolute discretion) of each of the following conditions precedent:

(i) Seller receiving loan commitment letter from Purchaser or Purchaser's agent or lender on or before five (5) calendar days after the Opening of Escrow.

(ii) Seller receiving any and all approvals from the City and/or County of Tulare related to the sale of the Property, as necessary, prior to the Closing Date.

(iii) The approval of the sale by the United States Bankruptcy Court Eastern District, as may be required in the matter styled *In re Tulare Local Healthcare District dba Tulare Regional Medical Center* (Case No. 17-13797) (the "Bankruptcy Matter"), prior to the Closing Date.

(iv) The sale of the Property by Seller to Purchaser under this Agreement occurring no later than the Closing Date.

5. Representations, Warranties, Covenants And Agreements.

5.1 Representations And Warranties Of Seller. Seller hereby makes the following representations and warranties to and for the benefit of Purchaser, each of which representations and warranties (i) is material and being relied upon by Purchaser, (ii) is made as an inducement to Purchaser to enter into this Agreement and consummate the transaction contemplated hereby, (iii) is true in all respects as of the date of this Agreement, and (iv) shall be true in all respects on the Closing Date:

(a) Seller is a local health care district of the State of California, and has the full power, authority and legal right to enter into and perform this Agreement. The execution, delivery and performance of this Agreement and all documents and agreements executed or to be executed pursuant to this Agreement, have been duly authorized by all necessary action on the part of the Seller.

(b) Seller does not have knowledge of any condemnation, environmental, zoning, water district or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property (other than as set forth in the Title Report). Seller shall notify Purchaser promptly of any such proceedings of which Seller becomes aware.

(c) To the best of Seller's knowledge, all books and records relating to the Property and all other contracts or documents delivered to Purchaser in connection with this Agreement (including, without limitation, the Contract Obligations) are and at the time of Closing Date will be true, correct and complete copies of such documents, and are and at the time of Closing Date will be in full force and effect, without default by (or notice of default to) any party.

(d) At the time of Closing Date there will be no outstanding written or oral contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing Date.

(e) There are no obligations in connection with the Property which will be binding upon Purchaser after Closing Date, except (i) matters which are set forth in the Title Report, and (ii) contracts and other agreements set forth in Exhibit A attached hereto.

(f) No person or entity has any right of first refusal, right of first offer, or other similar right to purchase or lease (or to negotiate to purchase or lease) the Property or any portion or component thereof.

(g) To the best of Seller's knowledge, there are no adverse or other parties in possession of the Property or any part thereof.

(h) Seller is the legal and equitable owner of the Property, with full right to convey the same, and without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property. There is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any party other than Seller.

(i) Seller has not received any written notices from any governmental agencies regarding (i) any condition, or defects with respect to any violations of any governmental laws, regulations or orders with respect to the Property, or (ii) pending or threatened condemnation proceedings with respect to the Property. Seller shall promptly notify Purchaser of any violations or conditions of which Seller becomes aware.

(j) With the exception of the Bankruptcy Matter and two medical malpractice lawsuits (styled *Ibarra v. TRMC* and *Calderon v. TRMC*), there is no litigation, arbitration, or other legal or administrative suit, or action pending and served against Seller with respect to the Seller or the Property (or any portion or component thereof), and, to Seller's knowledge, there is no other litigation, arbitration, or other legal or administrative suit, action, proceeding or investigation of any kind threatened in writing against or relating to Seller or the Property or any part thereof.

(k) Seller has not used or allowed the Property to be used for the storage or production of any Hazardous Substances. To the best of Seller's knowledge the Property does not contain, nor has the Property been used to store or produce any Hazardous Substances. To the best of Seller's knowledge the Property does not contain any underground storage tanks. Seller has provided or

will within fifteen (15) business days of the Opening of Escrow provide Purchaser with copies of all environmental, groundwater, and soils-related reports in Seller's possession or control.

(l) Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations. At the closing of escrow, Purchaser will have no duty to collect withholding Taxes for Seller pursuant to the Foreign Investment in U.S. Real Property Tax Act of 1980, as amended, or pursuant to any provision of the California Revenue and Taxation Code, as amended, or any regulations promulgated with respect thereto.

5.2 Representations And Warranties Of Purchaser. Purchaser hereby makes the following representations and warranties to and for the benefit of Seller, each of which representations and warranties (i) is material and being relied upon by Seller, (ii) is made as an inducement to Seller to enter into this Agreement and consummate the transaction contemplated hereby, (iii) is true in all respects as of the date of this Agreement, (iv) shall be true in all respects on the Closing Date:

(a) Purchaser is a California nonprofit public benefit corporation, and has the full power, authority and legal right to enter into and perform this Agreement. The execution, delivery and performance of this have been duly authorized by all necessary action on the part of Purchaser.

(b) Purchaser has no knowledge of any pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Purchaser to perform Purchaser's obligations under this Agreement.

5.3 Agreements. Seller and Purchaser hereby specifically agree as follows:

(a) Purchaser shall have the right to enter onto and inspect and test the Real Property, with the reasonable prior approval of Seller as to time and place from the date of this Agreement to the Closing Date, provided that (i) Purchaser shall only have the right to conduct soil and groundwater tests and borings regarding the environmental, soils and water condition of the Real Property with Seller's prior written consent, which shall not be unreasonably withheld or delayed, (ii) Purchaser has named Seller as an additional insured on a One Million Dollar (\$1,000,000) combined, single limit, comprehensive general public liability insurance policy issued by a licensed insurance company, (iii) Purchaser shall defend, indemnify, protect and hold Seller, the Property, and Seller's affiliates, subsidiaries, officers, directors and agents harmless from and against any loss, cost, damage, or expense (including without limitation, reasonable attorneys' fees) incurred by Seller as a result of property damage, personal injury, or mechanics' liens, to the extent relating to or arising out of Purchaser's negligence in its inspection of the Real Property, except to the extent arising out of or relating to Seller's negligence, and (iv) Purchaser shall deliver to Seller copies of any and all third party reports generated by such inspections and tests; provided, however, in no event shall Purchaser have any obligation to deliver appraisals or internal valuations or any documents or information which is subject to the attorney-client privilege, work product protection or is otherwise confidential. Such delivery to Seller shall be without any representation or warranty as to the completeness or accuracy of the such reports or any other matter relating thereto, and Seller shall have no right to rely on any such report without the written consent of the party preparing same. Notwithstanding the foregoing, Purchaser shall have no liability for the discovery of any matters in, on, at, or relating to the Property or the Improvements.

(b) From the date of this Agreement to the Closing Date, Seller shall (i) maintain the Real Property to the same standard as existed at the Contract Date, (ii) keep the Real Property and every portion thereof in good working order and repair, (iii) not remove or permit the removal of any fixtures from the Real Property unless such items are replaced immediately with fixtures of equal or greater value, (iv) timely perform all its obligations under all Contract Obligations including, without limitation, the payment of all bills, charges, invoices, salaries, benefits, and other expenses arising

in connection with the Real Property, and (v) not modify, terminate, cancel, extend, or amend any existing Contract Obligations, nor enter into any new contracts or arrangements which will affect the Real Property on or after the Closing Date.

(c) Seller shall promptly notify Purchaser in writing of any event or circumstance which adversely affects Seller's ability to perform its obligations under this Agreement in a timely manner, or the likelihood of timely satisfaction of the conditions precedent set forth above.

(d) Seller shall promptly notify Purchaser in writing if Seller becomes aware of any fact or occurrence that would render any representation by Seller under Section 5.1 above untrue.

5.4 Purchaser's Independent Investigation. Purchaser has been given, or will have before the end of the Contingency Period, a full opportunity to inspect and investigate each and every aspect of the Property Purchaser deems necessary and proper to evaluate the transaction contemplated herein, either independently or through agents of Purchaser's choosing, including, without limitation:

(a) All matters relating to title and the Property, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements, and building codes;

(b) The physical condition and aspects of the Real Property, including, without limitation, the acreage of the Land, the utilities, and all other physical and functional aspects of the Real Property, including, without limitation, an examination for the presence or absence of Hazardous Substances, which shall be performed or arranged by Purchaser at Purchaser's sole expense;

(c) Any easements and/or access rights affecting the Property;

(e) The contracts, the licenses and permits, and any other material documents or agreements affecting the Property; and

(f) All other matters of material significance affecting the Property or delivered or made available to Purchaser by Seller in accordance with Section 4 of this Agreement.

(g) THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND PURCHASER. THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND PURCHASER, AND PURCHASER HAS CONDUCTED OR WILL CONDUCT ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. OTHER THAN ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 5.1 OF THIS AGREEMENT AND SELLER'S COVENANTS HEREUNDER (COLLECTIVELY, THE "EXPRESS SELLER REPRESENTATIONS AND COVENANTS"). PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, AND PURCHASER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE OTHER THAN THE EXPRESS SELLER REPRESENTATIONS AND COVENANTS. SELLER SPECIFICALLY DISCLAIMS, AND NEITHER SELLER NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER TO PURCHASER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY PURCHASER WITH RESPECT TO THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF PURCHASER

UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (e) ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE IMPROVEMENTS OR THE PERSONAL PROPERTY, (f) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY AND (g) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY OR ANY PORTION THEREOF WITH ANY LAWS AND RESTRICTIONS, IT BEING THE EXPRESS INTENTION OF SELLER AND PURCHASER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO PURCHASER IN ITS PRESENT CONDITION AND STATE OF REPAIR, **“AS IS”** AND **“WHERE IS”**, WITH ALL FAULTS.

(h) Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that, other than the Express Seller Representations and Covenants, Purchaser is relying solely on Purchaser's own expertise and that of Purchaser's consultants in purchasing the Property. Purchaser acknowledges and agrees that Purchaser will have the opportunity to conduct such inspections, investigations and other independent examinations of the Property and related matters, including but not limited to the physical and environmental conditions thereof, during the Contingency Period and will rely upon same and not upon any statements of Seller or of any officer, director, employee, agent or attorney of Seller other than the Express Seller Representations and Covenants. Purchaser acknowledges that all information obtained by Purchaser will be obtained from a variety of sources and except as otherwise provided in the Express Seller Representations and Covenants, Seller will not be deemed to have represented or warranted the completeness, truth or accuracy of any information heretofore or hereafter furnished to Purchaser. Upon closing of escrow, subject to the Express Seller Representations and Covenants and any agreements, instruments or other documents delivered at closing of escrow, Purchaser will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser acknowledges and agrees that upon closing of escrow, except as otherwise provided herein and/or pursuant to any agreements, instruments or other documents delivered at closing of escrow, Seller will sell and convey to Purchaser, and Purchaser will accept the Property, **“AS IS, WHERE IS,”** with all faults. Purchaser further acknowledges and agrees that there are no agreements, warranties or representations which were made verbally and are collateral to or affecting the Property, by Seller, any agent of Seller or any third party. Subject to the Express Seller Representations and Covenants and any agreements, instruments or other documents delivered at closing of escrow, Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. Purchaser acknowledges that the Purchase Price reflects the “as is, where is” nature of this sale (subject to the Express Seller Representations and Covenants and any agreements, instruments or other documents delivered at closing of escrow) and any faults, liabilities, defects or other adverse matters that may be associated with the Property. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMER AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS SECTION 5.4(h) WILL EXPRESSLY SURVIVE THE CLOSING OF ESCROW.

(i) Except as specifically set forth in this Agreement and except for Express Seller Representations and Covenants and any agreements, instruments or other documents delivered at closing of escrow, Purchaser hereby waives, releases and forever discharges Seller from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable (collectively, “Claims”),

which Purchaser may have at closing of escrow or which may arise in the future on account of or in any way arising out of or connected with the Property, including without limitation: (i) the physical condition, nature or quality of the Property (including the soils and groundwater on and under the Property); (ii) the presence or release in, under, on or about the Property (including the soils and groundwater on and under the Property) of any Hazardous Substances; (iii) the ownership, management or operation of the Property and any matter related to the Property after closing of escrow; and (iv) the compliance or lack thereof of the Property or any portion thereof with any Laws and Restrictions. In connection therewith, the Purchaser hereby waives the protection of California Civil Code Section 1542, which reads as follows:

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

In this Agreement, the Purchaser hereby agrees, represents and warrants that the Purchaser realizes and acknowledges that factual matters now unknown to Purchaser may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and Purchaser further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit Seller from any such unknown Claims.

Purchaser's Initials: _____

Purchaser's Initials: _____

The foregoing waiver and release by Purchaser shall survive the Closing and the recordation of the Grant Deed, and shall not be deemed merged into any termination of this Agreement.

6. Indemnification.

6.1 Seller's Indemnity. Seller agrees to indemnify, protect and defend Purchaser against and hold Purchaser harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses including, without limitation, all reasonable attorneys' fees and all fees and expenses incurred by Purchaser or its affiliates in connection with this Agreement (including, without limitation, due diligence costs and expenses), asserted against, incurred or suffered by Purchaser resulting from (i) any breach by Seller of this Agreement, (ii) any liability or obligation of Seller which Purchaser is not required to assume under this Agreement or accruing prior to such assumption, (iii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Closing Date, from any cause whatsoever except Purchaser's inspection activities, or (iv) the untruth, inaccuracy or breach of any of the representations, warranties, covenants and agreements made by Seller pursuant to this Agreement. Seller's obligations under this Section 6.1 shall survive close of escrow or termination of this Agreement. Neither the foregoing nor any other provision of this Agreement shall limit the rights and remedies available to Purchaser at law or in equity, whether by statute or otherwise, and all such rights and remedies shall be cumulative and non-exclusive. The obligations of Seller under this Section 6.1 shall terminate twelve (12) months after the Closing Date for all claims except any which have been made in writing and delivered to Seller on or prior to the end of such twelve (12) month period.

6.2 Purchaser's Indemnity. Purchaser agrees to indemnify, protect and defend Seller against and hold Seller harmless from any claims, losses, damages, costs or expenses including, without

limitation, any reasonable attorneys' fees, asserted against, incurred or suffered by Seller resulting from (a) any breach by Purchaser of this Agreement; and (b) any breach by Purchaser following the Closing Date of express obligations of Purchaser arising under this Agreement. Purchaser's obligations under this Section 6.2 shall survive close of escrow or termination of this Agreement for a period of one year. The obligations of Purchaser under this Section 6.2 shall terminate twelve (12) months after the Closing Date for all claims except any which have been made in writing and delivered to Purchaser on or prior to the end of such twelve (12) month period.

7. Title, Escrow And Closing.

7.1 Conditions Of Title. Seller shall deliver to Escrow Holder a deed in the form attached hereto as Exhibit C (the "Deed"). Purchaser's obligation to acquire the Property shall be subject to Title Insurer insuring title to the Property subject to no exceptions other than the following (the "Conditions of Title"):

- (a) The lien for local real estate taxes not yet due or payable; and
- (b) Such items set forth in the Title Report as Purchaser shall have approved in its sole and absolute discretion during the Contingency Period.

7.2 Title Insurance. Purchaser's obligation to purchase the Property shall be subject to and conditioned upon the issuance of the Owner's Policy by the Title Company upon payment of its normal premium on the close of escrow of the transaction contemplated by this Agreement.

7.3 Closing Date. Through an escrow established with the Title Company, Purchaser and Seller shall consummate this transaction on the Closing Date or such earlier date upon which Purchaser and Seller may mutually agree.

7.4 Deposits And Deliveries By Seller. Seller shall deposit or cause to be deposited into escrow with the Title Company, or deliver directly to Purchaser outside of escrow, on or before the Closing Date, the following documents duly executed and acknowledged as required:

- (a) The Deed.
- (b) An Affidavit of Non-Foreign Status in form attached hereto as Exhibit D (the "Non-Foreign Affidavit") and a California Form 593-C.
- (c) A counterpart of an Assignment of Intangible Property in the form attached hereto as Exhibit E transferring to Purchaser all of the Intangible Property (the "Assignment of Intangible Property").
- (d) Seller's written escrow instructions to close escrow in accordance with the terms of this Agreement, and Seller's executed settlement statement as prepared by the Title Company and approved by Seller.
- (e) Evidence reasonably acceptable to Purchaser's counsel that the documents delivered to Purchaser by Seller at closing have been duly authorized by Seller, duly executed on behalf of Seller and when delivered constitute valid and binding obligations of Seller.
- (f) Such other documents, resolutions, consents and affidavits reasonably necessary or advisable to effect the valid consummation of the transaction evidenced by this Agreement.

7.5 Deposits And Deliveries By Purchaser. Purchaser shall deposit or cause to be deposited into escrow with the Title Company, or deliver directly to Seller outside of escrow, on or before

the Closing Date, each of the following documents duly executed and acknowledged as required and funds:

(a) Cash, wire transfer, cashier's check, or other immediately available funds, which, together with the Deposit, shall equal the Purchase Price (the "Purchase Funds").

(b) Purchaser's written escrow instructions to close escrow in accordance with the terms of this Agreement, and Purchaser's executed settlement statement as prepared by the Title Company and approved by Purchaser.

(c) Evidence reasonably acceptable to Seller's counsel that the documents delivered to Seller by Purchaser at closing have been duly authorized by Purchaser, duly executed on behalf of Purchaser and when delivered constitute valid and binding obligations of Purchaser.

(d) A counterpart of the Assignment of Intangible Property

(e) Such other documents, resolutions, consents and affidavits reasonably necessary or advisable to effect the valid consummation of the transaction evidenced by this Agreement.

7.6 Closing. The Title Company shall close escrow on the Closing Date when it is irrevocably committed to issue the title insurance described in Section 7.2 above and has received all of the documents and funds listed in Sections 7.4 and 7.5 above. The Title Company shall close escrow by:

(a) Recording the Deed.

(b) Issuing to Purchaser the Owner's Policy described in Section 4(b)(iv) above.

(c) Delivering to Purchaser the counterpart original of the Assignment of Intangible Property executed by Seller and the Non-Foreign Affidavit, both duly executed by Seller.

(d) Delivering to Seller the Purchase Funds after deducting Seller's share of closing costs and prorations and counterpart original of the Assignment of Intangible Property, duly executed by Purchaser.

(e) Delivering to Purchaser and Seller of copies of all other documents and things deposited and/or delivered through escrow, the originals of which are not being delivered by the Title Company to such parties, together with Title Company's final Purchaser's and Seller's closing statements for the subject transaction.

7.7 Prorations.

(a) The following are to be apportioned as of the Closing Date, as follows:

(i) Utility Charges. Seller shall cause all the utility meters to be read on the Closing Date, and will be responsible for the cost of all utilities used prior to the Closing Date. Notwithstanding the foregoing, if it is not feasible to read such meters on the Closing Date, the cost of all such utilities shall be prorated based upon the most recently available bills.

(ii) Other Apportionments. Amounts payable under any Contract Obligations expressly assumed in writing at Closing by Purchaser, annual or periodic permit and/or inspection fees (calculated on the basis of the period covered), insurance premiums (as to those policies, if any, that Purchaser continues after the Closing), and liability for other Property operation and maintenance expenses and other recurring costs shall be apportioned as of the Closing Date.

(iii) Real Estate Taxes and Special Assessments. General real estate taxes for the Property payable for 2018-2019 and all prior years shall be paid by Seller. General real estate taxes payable for the Property for 2019-2020 shall be prorated by Seller and Purchaser as of the Closing Date. Seller shall pay the full amount of any bonds or assessments against the Property including interest payable therewith, including any bonds or assessments that may be incurred after the Closing Date as a result of or in relation to the construction or operation of the Improvements that took place prior to the Closing Date. If the amount of general real estate taxes for 2019-2020 cannot be determined on the Closing Date, Seller shall deposit with the Title Company, from the Purchase Price, an amount equal to one hundred ten percent (110%) of Seller's proportionate share of the 2018-2019 taxes based upon the most current estimate of such taxes, assuming for estimating purposes that the Property shall be fully assessed. Such deposit shall be held in escrow and all interest earnings on such deposit shall be paid to Seller. The Title Company shall retain such deposit to pay Seller's share of the actual general real estate taxes payable for 2019-2020, paying any excess over to Seller. Seller shall pay any deficiency, when such general real estate taxes are known.

(b) Survival. The provisions of Section 7.7(a) shall survive the Closing.

7.8 Closing Costs. Seller shall pay the CLTA portion of the title insurance premiums for the title insurance described in Section 7.2 above (but only for a liability amount equal to the Purchase Price) and endorsement fees to the extent relating to defects in title or exceptions disapproved by Purchaser which Purchaser, in its sole and absolute discretion, agrees to accept with an endorsement, escrow fees, and Seller's legal fees and costs incurred in connection with the contemplated transaction. In addition, Seller shall be solely responsible for the cost (including payment of prepayment fees or other charges) to pay off in full and have cancelled and discharged of record: (a) all liens, encumbrances and other instruments of record to which Purchaser has objected, and which Seller has agreed to remove in accordance with Section 4(b)(i) above, or which were not expressly set forth as exceptions to title insurance coverage in the initial Title Report or any supplementary Title Report delivered to Purchaser at least ten (10) calendar days prior to the expiration of the Contingency Period, (b) any loans or bonds secured by the Property or any portion thereof, including without limitation any prepayment fees, penalties or charges, and (c) all assessments. Any escrow fees shall be shared equally by Purchaser and Seller. Recording fees and all other costs and charges of the escrow for the sale not otherwise provided for in this Section 7.8 or elsewhere in this Agreement shall be allocated in accordance with the closing customs for Tulare County, California.

7.9 Possession. Right to possession of the Property shall transfer to Purchaser on the Closing Date. Seller shall transfer and deliver to Purchaser on the Closing Date all approved written Contract Obligations, all instruments and documents evidencing or relating to the Intangible Property, files, books and records, correspondence, and all other documents transferred to Purchaser by this Agreement which have not yet been delivered to Purchaser.

7.10 Filing Of Reports. Title Company shall be solely responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required under any state or local laws) in connection with the closing of the transaction contemplated in this Agreement.

7.11 Cooperation. Without further consideration, Seller shall execute, acknowledge and deliver to Purchaser on or after the Closing Date any and all other instruments or documents, and do and perform any other acts which may be required or which Purchaser may reasonably request in order to fully assign, transfer and/or convey to Purchaser, and vest in Purchaser, the Property, and each and every part and component thereof.

8. Liquidated Damages. In the event that (i) all of the conditions to this Agreement shall have been satisfied, or waived in writing by Purchaser, (ii) Seller shall have performed or tendered

performance of all of its obligations under this Agreement, and (iii) Purchaser shall default in its obligations to purchase the Property, then the Deposit shall be paid by Title Company to Seller as liquidated damages. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE AMOUNT OF THE DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE UNDER THE FOREGOING CONDITIONS, AND IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT THE SELLER'S RIGHT TO RETAIN THE DEPOSIT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF SELLER AT LAW OR IN EQUITY IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER.

PURCHASER

SELLER

PURCHASER

9. Damage And Destruction; Condemnation. Seller shall notify Purchaser immediately of the occurrence of any damage to or destruction of the Property, or the institution or maintenance of any condemnation or similar proceedings with respect to the Property. In the event of any damage to or destruction of the Property for which the cost to repair exceeds \$100,000, or is not fully covered by insurance, or in the event any such condemnation or other proceedings are instituted or maintained, Purchaser at its option either (i) may terminate this Agreement as provided in Section 4 above, or (ii) may consummate the purchase evidenced by this Agreement. In all other events or in the event that Purchaser elects to consummate the purchase pursuant to (ii) above, all insurance or condemnation proceeds, including business interruption and rental loss proceeds, collected by Seller prior to the Closing Date, together with an amount equal to all deductible amounts under the insurance policies covering such damage or destruction, shall be credited against the Purchase Price on Purchaser's account, and all entitlement to all other insurance or condemnation proceeds arising out of such damage or destruction or proceedings and not collected prior to the Closing Date shall be assigned by Seller to Purchaser on the Closing Date, and all such deductible amounts not credited against the Purchase Price shall be immediately paid by Seller to Purchaser.

10. Commissions. Except for Newmark Pearson Commercial ("Broker") representing Purchaser pursuant to a separate written agreement, whom Seller shall pay from the Purchase Funds four percent (4%) of the Purchase Price upon the close of escrow, each party to this Agreement warrants to the other that no person or entity can properly claim a right to a real estate commission, broker's fee, real estate finder's fee, real estate acquisition fee or other real estate brokerage-type compensation (collectively, "Real Estate Compensation") based upon the acts of such warranting party with respect to the transaction contemplated by this Agreement. In the event of a claim for Real Estate Compensation in connection herewith: (i) Purchaser, if such claim is based upon any agreement alleged to have been made by Purchaser, shall indemnify and defend Seller against and hold Seller harmless (using counsel reasonably satisfactory to Seller) from any and all damages, liabilities, costs, expenses and losses (including, without limitation, attorneys' fees and costs) that Seller sustains or incurs by reason of such claim; and (ii) Seller, if such claim is based upon any agreement alleged to have been made by Seller, shall indemnify and defend Purchaser against and hold Purchaser harmless (using counsel reasonably satisfactory to Purchaser) from any and all damages, liabilities, costs, expenses and losses (including,

without limitation, attorneys' fees and costs) that Purchaser sustains or incurs by reason of such claim. The provisions of this subsection shall survive the termination of this Agreement or the Closing.

11. General Provisions.

11.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other reputable overnight courier service, or (iv) transmitted by email or facsimile with a copy sent within one (1) business day by any of the other foregoing means, and in all cases addressed as follows:

To Seller: Tulare Local Healthcare District
P.O. Box 1136
Tulare, California 93275
Phone No. (559) 685-3465
Email: sormonde@tulareregional.org

with copies to: McCormick, Barstow LLP
7647 N. Fresno Street
Fresno, California 93720
Attn: Jason O. Howard
Fax No. (559) 433-2300
Phone No. (559) 433-1300
Email: jason.howard@mccormickbarstow.com

To Purchaser: Kings View Corporation
7170 N Financial Drive, Suite110,
Fresno, CA 93720
Attn: Amanda Nugent Divine
Phone No. 559-256-7611
Email: anugentdivine@Kingsview.org

with copies to: Sagaser, Watkins & Wieland PC
5260 N Palm, Suite 400
Fresno, CA 93704
Attn: Ian B. Wieland
Fax No. 559-473-1483
Phone No. 559-421-7000
Email: Ian@sw2law.com

Any such notice shall be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by "next business day" Federal Express or other reputable overnight courier service, the next business day after being sent; or (c) if sent by facsimile transmission, the date transmitted to the person to receive such notice if sent by 5:00 p.m. Pacific Time and the next business day if sent after 5:00 p.m. Pacific Time, provided in either case that there is evidence of such transmission printed by the sending machine. Any notice sent by facsimile transmission must be confirmed by personally delivering or mailing a copy of the notice sent by facsimile transmission. Any party may change its address for notice by written notice given to the other at least three (3) business days before the effective date of such change in the manner provided in this Section 11.1.

11.2 Entire Agreement; No Modifications. This Agreement, together with the schedules and exhibits attached hereto, incorporates all agreements, warranties, representations and

understandings between the parties to the Agreement with respect to the subject matter hereof and constitutes the entire agreement of Seller and Purchaser with respect to the purchase and sale of the Property. Any prior or contemporaneous correspondence, memoranda, understandings, offers, negotiations and agreements, oral or written, are merged herein and replaced in total by this Agreement and the exhibits hereto and shall be of no further force or effect. This Agreement may not be modified or amended except in a writing signed by Seller and Purchaser.

11.3 Time. Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.

11.4 Attorneys' Fees. If either Purchaser or Seller brings any suit or other proceeding with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover all costs and expenses including, without limitation, reasonable attorneys' and paralegals' fees and expenses, incurred by such prevailing party. The foregoing includes, without limitation, attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in collection of any award(s), judgment or other relief, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101 et seq., or any successor statutes.

11.5 Specific Performance. The parties understand and agree that the Property is unique and for that reason, among others, Purchaser will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Seller, Purchaser shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.

11.6 Successors And Assigns. This Agreement may not be assigned by Seller or Purchaser without the prior written consent of the other party which may be granted or withheld by the other party in its sole and absolute discretion. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

11.7 Counterparts. This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed to be an original; all counterparts so executed shall constitute one instrument and shall be binding on all of the parties to this Agreement notwithstanding that all of the parties are not signatory to the same counterpart. Facsimile copies of this Agreement signed by the parties shall be binding and enforceable as if the same were executed originals.

11.8 Construction. This Agreement shall be governed by and construed under the laws of the State of California, without regard to such state's conflicts of laws provisions. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Further, each party hereby acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement and the schedules or exhibits to it, and, given the opportunity each has had to comment, each shall be deemed to have drafted it. As such, the terms of this Agreement and the schedules or exhibits to it shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications, schedules or exhibits hereto or thereto. If any provision of this Agreement shall be determined to be illegal or unenforceable, such

determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

11.9 Confidentiality. Purchaser shall keep all information obtained from or about Seller or the transaction contemplated by this Agreement strictly confidential and will not disclose any such information to any other person or entity without first obtaining the prior written consent of Seller.

11.10 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

11.11 Further Acts. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

11.12 No Intent To Benefit Third Parties. Seller and Purchaser do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party, and no third party shall be entitled to enforce, or otherwise shall acquire any right, remedy or benefit by reason of, any provision of this Agreement.

11.13 Performance Due On Day Other Than Business Day. If the time period for the performance of any act called for under this Agreement expires on a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized or obligated by law or executive order to close (a "Holiday"), the act in question may be performed on the next succeeding day that is not a Saturday, Sunday or Holiday.

11.14 No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Purchaser and Seller.

11.15 Venue. Each of the parties hereto consents to the jurisdiction of any court in the County of Fresno, California for any action arising out of matters related to this Agreement. Each of the parties hereto waives the right to commence an action in connection with this Agreement in any court outside of such County.

11.16 Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action") (a) arising out of this Agreement, including any present or future amendment thereof or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

11.17 Not an Offer. Nothing set forth in this Agreement shall be construed to create a joint venture between Purchaser and Seller nor shall presentation of drafts hereof by one party to the other be deemed an offer, and this Agreement shall only become a binding and enforceable contract upon execution hereof by both parties.

11.18 No Merger. The provisions of this Agreement shall not merge with the delivery of the Deed but shall, except as otherwise provided in this Agreement, survive the Closing.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date and year first written above:

SELLER:

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

By: _____
Its: _____

PURCHASER:

KINGS VIEW CORPORATION,
a California nonprofit public benefit corporation

By: _____
Its: _____

By: _____
Its: _____

Exhibit A

LIST OF CONTRACT OBLIGATIONS

- a. SCE
- b. SCG
- c. Giotto's (alarms)
- d. Allied Universal (security guards)
- e. Comcast (internet and phones)
- f. Buzz Kill
- g. City of Tulare (water, sewer, trash)
- h. Cen Cal Landscaping
- i. Affiliated (property insurance)

Exhibit B

LEGAL DESCRIPTION OF THE LAND

THE LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF TULARE,
DESCRIBED AS FOLLOWS:

[To be provided by Seller]

Exhibit C

FORM OF DEED

RECORDED AT REQUEST OF:

Chicago Title Insurance Co.
1905 N Hillman Street
Tulare, CA 93274
Attention: Teresa Alves
Telephone: (559) 686-8684

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

THE UNDERSIGNED GRANTOR DECLARES:

THE DOCUMENTARY TRANSFER TAX is \$_____. CITY TAX \$_____.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated area: City of _____.

Assessor Parcel Number: _____

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
_____, a _____, hereby grants to
_____, a _____, that certain real property located in the City of
_____, County of _____, State of California, described in Exhibit A attached hereto and
made a part hereof.

Dated: _____, 2019

a _____

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
GRANT DEED

LEGAL DESCRIPTION

THE LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF TULARE,
DESCRIBED AS FOLLOWS:

[To be provided by Seller]

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

I _____

County of _____

J _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Exhibit D

FORM OF NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (“Seller”), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s U.S. employer identification number is _____; and
3. Seller’s office address is _____ Street, _____, California _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 2019

_____,
a _____

By: _____
Name: _____
Its: _____

Exhibit E

FORM OF ASSIGNMENT OF INTANGIBLE PROPERTY AND CONTRACT OBLIGATIONS

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AND CONTRACT OBLIGATIONS is executed as of this ____ day of _____, 200_, by _____, a _____ (“Assignor”), in favor of _____, a _____ (“Assignee”), pursuant to that certain Agreement for Purchase and Sale of Real Property, dated _____, 2019 (the “Purchase Agreement”), by and between Assignor, as seller, and _____, a _____, as purchaser. _____, has assigned its rights under the Purchase Agreement to Assignee.

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in, to and under the Intangible Property and the Contract Obligations (as such terms are defined in the Purchase Agreement).

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully assign and transfer to and vest in Assignee, its nominees, successors and/or assigns, and protect its and/or their rights, title and interest in and enjoyment of, all of the assets of Assignor intended to be transferred and assigned hereby, or to enable Assignee, its nominees, successors and/or assigns, to realize upon or otherwise enjoy any such assets.

Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee from and against any and all liability, loss, cost, damage and expense (including, without limitation, attorneys’ and paralegals’ fees and costs) asserted against, incurred or suffered by Assignee relating to Assignor’s obligations with respect to the Intangible Property and Contract Obligations arising prior to the date hereof.

By its acceptance hereof, Assignee agrees to perform or cause to be performed Assignor’s obligations, if any, under the Intangible Property and Contract Obligations from and after the date of this instrument, and agrees to indemnify, defend, protect and hold Assignor harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, attorneys’ and paralegals’ fees and costs) asserted against, incurred or suffered by Assignor relating thereto and arising after the date hereof.

The provisions of this Assignment of Intangible Property and Contract Obligations shall be binding upon and inure to the benefit of Assignor, Assignee and their successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intangible Property and Contract Obligations as of the date first above written.

a _____

By: _____
Name: _____
Its: _____