

**REAL ESTATE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

This Real Estate Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is made as of April __, 2024 (the “Effective Date”), by and between Tulare Local Healthcare District, a local healthcare district organized under the California Health and Safety Code (“Seller”), and Polaris Healthcare Properties, a California limited liability company (“Buyer”), with Chicago Title, located at 1905 N Hillman Street, Tulare, CA 93274, as the “Escrow Holder.” Seller and Buyer are sometimes collectively referred to herein as the “Parties” and singularly as a “Party.” This Agreement is made with respect to the following recitals of fact.

RECITALS

A. Seller holds title to that certain real property comprised of 0.13± acre of improved commercial property located in the City of Tulare (“City”), County of Tulare (“County”), State of California (“State”), commonly known as Tulare Medical Center (APN 170-340-023), and more particularly described on Exhibit A, attached hereto and incorporated herein (the “Land”), including certain improvements thereon (the “Improvements”, and together with the Land, the “Property”).

B. Seller desires to sell and Buyer desires to purchase the Property, subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows, and hereby instruct Escrow Holder as follows:

**ARTICLE 1
AGREEMENT TO PURCHASE PROPERTY**

1.01 Recitals. The above introductory paragraph identifying the Parties, and the provisions under “Recitals,” are incorporated herein by reference and are made a part of the terms of this Agreement.

1.02 Purchase and Sale. Subject to all of the terms, conditions and provisions of this Agreement and for the consideration herein set forth, Seller hereby agrees to sell and convey the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, on and subject to the terms and conditions hereinafter set forth. For the purposes of this Agreement, the “Property” shall include all and singular the rights and appurtenances pertaining to the Property, including, without limitation, all right, title and interest of Seller in and to the adjacent or appurtenant streets, roads, alleys, easements and rights-of-way, water rights, wastewater rights, utility rights and development rights associated with, or appurtenant or otherwise allocable to, the

Property.

1.03 Purchase Price. The purchase price for the Property shall be NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) (the "Purchase Price").

1.04 Payment of Purchase Price. The Purchase Price shall be paid as follows:

a. Deposit. Within five (5) days of the opening of Escrow, Buyer shall deposit the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (the "Deposit") in cash, by cashier's check or wire transfer of immediately available good funds (collectively, "Cash Equivalent") acceptable to Seller, into Escrow with Escrow Holder. Upon receipt, Title Company shall hold the Deposit in an interest bearing account of Title Company's choosing until the expiration of the Feasibility Period (defined below), at which time, subject to Buyer's right to issue a Termination Notice under Section 3.05(a) below, the Deposit shall become non-refundable (excepting Seller's breach of this Agreement) and shall be held by the Escrow Holder until Close of Escrow. In the event the Close of Escrow occurs, the Deposit shall be credited against the Purchase Price.

b. Cash Balance. On or before the Closing Date, Buyer shall deposit or cause to be deposited, with Escrow Holder, in cash or Cash Equivalent, the balance of the Purchase Price, plus Buyer's share of closing costs and charges and Buyer's share of prorations, if any. Notwithstanding the foregoing, Buyer hereby reserves the right to place a first trust deed on the Property, or any part of it, at Closing.

1.05 Vesting. Title to the Property shall vest at the Close of Escrow in the name of Buyer, or Buyer's assignee or transferee as allowable under the terms of this Agreement.

1.06 Broker. Seller and Buyer acknowledge that Seller is represented by _____ (Cal. DRE # _____) ("Seller's Broker"), and Buyer is represented by _____ of _____ (Cal. DRE # _____) ("Buyer's Agent", and with Seller's Broker, "Brokers"), in the transaction contemplated hereby. EACH PARTY HERETO AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, OR EXPENSES OF ANY KIND OR CHARACTER ARISING OUT OF OR RESULTING FROM ANY AGREEMENT, ARRANGEMENT OR UNDERSTANDING ALLEGED TO HAVE BEEN MADE BY SUCH PARTY OR ON ITS BEHALF WITH ANY OTHER BROKER OR FINDER IN CONNECTION WITH THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE 2

POSSESSION, RISK OF LOSS

2.01 Possession. Seller shall deliver possession of the Property to Buyer at Close of Escrow.

2.02 Risk of Loss. Subject to other provisions set forth herein, risk of physical loss to

the Property shall be borne by Buyer no earlier than from and after the date on which possession thereof is delivered by Seller to Buyer.

ARTICLE 3
CONDITION OF TITLE AND
PHYSICAL CONDITION OF THE PROPERTY

3.01 Condition of Title to Property. Escrow Holder shall issue a preliminary report of title for the Property (the "Title Report") within five (5) days of the opening of Escrow. Escrow shall deliver to Buyer and Seller a copy of the Title Report and copies of all exceptions referred to therein, and copies of all off-record matters referred to therein and which affect title to the Property. Seller shall convey title to the Property to Buyer free and clear of all monetary liens and encumbrances (except a lien for current Property taxes and assessments collected with such taxes), and subject only to those non-monetary encumbrances, contracts, agreements, rights, easements, rights-of-way, and mineral leases, rights and reservations set forth in the Title Report that have been specifically approved by Buyer in writing (the "Permitted Exceptions"). Buyer shall have five (5) days after receipt of the Title Report to notify Seller in writing of any exceptions to title disclosed thereby that Buyer, in their reasonable discretion, disapproves (the "Objectionable Exceptions"). If Buyer elects to obtain a survey for the property, Buyer shall give notice of any survey matters to which Buyer objects ("Survey Matters") within five (5) days of the opening of escrow. If Buyer notifies Seller of one or more Objectionable Exceptions or Survey Matters, Seller shall have ten (10) days after receipt of such written notice to (i) remove or agree to remove the Objectionable Exception(s) or Survey Matters prior to the Close of Escrow, and proceed to close the sale; or (ii) refuse to remove any Objectionable Exceptions and/or Survey Matters, in which case Buyer may elect to waive such objection(s) and consummate the sale contemplated hereby, or, within two (2) days of receipt of Seller's notice, withdraw its offer to purchase the Property by providing to Seller and Escrow Holder, whereupon Escrow Holder shall return the Deposit to Buyer without demand or the necessity of approval, and neither Party shall have any further obligation to sell or purchase the Property in accordance with the terms of this Agreement. Any failure by Seller to respond to Buyer's notice of Objectionable Exceptions or Survey Matters, shall be deemed a refusal by Seller to remove such item(s). Any failure by Buyer to communicate any objection in accordance with the Section 3.01 shall be deemed a waiver by Buyer of Buyer's right to so object.

3.02 Title Insurance. At the Close of Escrow and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Property, Escrow Holder shall commit to issue its ALTA Owner's Policy of Title Insurance insuring Buyer with liability in the amount of the Purchase Price, showing title to the Property vested in accordance with Section 1.05 hereof, subject only to the Permitted Exceptions as determined in accordance with Section 3.01 above (the "Standard Title Policy"). At Buyer's election, Buyer may elect to obtain an Extended Coverage Owner's Policy of Title Insurance for the Property (at Buyer's cost) with such endorsements as are reasonably requested by Buyer (at Buyer's cost) (the "Extended Coverage Policy", and together with the Standard Title Policy, the "Title Policy"). The premium for the Title Policy shall be paid as set forth in Section 6.05 hereof.

3.03 Condition of the Property; No Warranties/Limitation on Damages & Remedies.

a. Buyer's Investigation. Buyer has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property upon the basis of Buyers' review and determination of the applicability and effect of such laws and regulations.

b. No Warranties. 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 Property, or the transaction contemplated herein, or regarding leases or the zoning, construction, physical condition, value, economic viability, or other status of the Property 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 set forth 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 Property; the development potential; the quality of the labor and/or materials included in any of the works of improvement; the fitness of the Property and/or the soil conditions existing at the Property for any particular purpose or development potential; the presence or suspected presence of hazardous wastes or substances on or about the Property or groundwater; or the zoning or other legal status of the Property; (ii) that neither Seller nor its agents, employees or representatives have made any written or oral warranty, representation or guarantee, express, implied or statutory, concerning the Property (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.

c. AS-IS Purchase. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, AND THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER, OR SELLER'S AGENTS. BUYER SHALL ACQUIRE THE PROPERTY INCLUDING ANY IMPROVEMENTS, EQUIPMENT, FIXTURES, AND PERSONAL PROPERTY CONVEYED BY SELLER, IF ANY, "**AS IS**" AND "**WITH ALL FAULTS**".

3.04 Buyer's Assurances Regarding Inspection. By execution of this Agreement, Buyer:

a. Acknowledges that pursuant to the Feasibility Period granted in accordance with Sections 3.05 and 3.06 below, Buyer shall have the opportunity to completely and thoroughly inspect the Property;

b. Agrees that Buyer's election not to terminate the Escrow prior to the expiration of the Feasibility Period, as may be extended, shall constitute Buyer's representation and warranty that Buyer has completely and thoroughly inspected the Property and has arranged for

such testing and surveys as Buyer, in Buyer's sole discretion, deems necessary or advisable, and based on such inspection and testing is satisfied with the condition of the Property; and

c. Agrees to indemnify, defend and hold Seller, Seller's agents, employees and representatives and the Property harmless from all loss, cost, liability, damage, liens and expense associated with or resulting from Buyer's or its agents' acts or omissions in performing such inspection and testing and its activities on the Property.

The foregoing release, representations, covenants and indemnity shall survive the Close of Escrow and the transfer of title to Buyer.

3.05 Feasibility Period. Within five (5) days of the opening of escrow, Seller shall, at Seller's sole expense, deliver to Buyer copies of the following documents that exist and it has in its possession, *if any*, stored in any format, related to the Property: (1) Seller's vesting deed, (2) current year's tax statements for the Property, (3) any existing title policy, (4) plans or drawings for the improvements on the Property, issued by any City or County or otherwise, related to or referencing any improvements to be constructed upon the Property, (5) any approvals, conditional or full, and/or conditions of approval, issued by any City or County or otherwise, related to or referencing any improvements to be constructed upon the Property; (6) all plans, charts, drawings, figures, data, memoranda, sketches, models, renderings, reports or any other writings related to or referencing any improvements to be constructed upon the Property; (7) documents evidencing any easements, covenants or restrictions affect the Property, including, without limitation, CC&Rs, (8) any environmental studies or reports, including, without limitation, any Soils Test Report, Phase I report and/or Natural Hazard Report or any other report regarding or referencing hazardous materials, (9) any preliminary title report, (10) any deed condition, covenant, or restriction, proposed or final, of any nature whatsoever, and (11) any survey that Seller has for the Property, including, without limitation, and ALTA survey. Buyer shall give Seller no less than twenty-four (24) hours' notice of its intent to inspect the Property. Buyer shall have until 11:59 PM PST on the 17th day following the opening of Escrow (the "Feasibility Period") to conduct an evaluation and thorough inspection of the Property and all of its components as set forth in Section 3.06 below, provided that the Feasibility Period shall be extended as reasonably necessary in the event Seller delays or frustrates Buyer's due diligence efforts hereunder. For or without cause, and for any reason or no reason, at Buyer's sole discretion, Buyer may terminate all Buyer's obligations to purchase the Property at any time during the Feasibility Period, and Escrow Holder shall return the Deposit held by it to Buyer, subject to the following conditions:

a. Buyer shall give Seller and Escrow Holder written notice of Buyer's termination of the Escrow ("Termination Notice") on or before the expiration of the Feasibility Period. If Buyer fails to give Seller and Escrow Holder a Termination Notice prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have waived any and all objections to the condition of the Property or its fitness or suitability for any particular purpose.

b. Seller expressly acknowledges and agrees that Buyer is entitled to terminate the Escrow during the Feasibility Period at Buyer's sole discretion, for any reason or no reason. Buyer agrees that if the Buyer terminates the Escrow during the Feasibility Period for any reason, then promptly upon the termination of the Escrow, Buyer shall deliver to Seller the documents,

records, and statements described above, and Escrow Holder shall immediately return the Deposit to Buyer without the necessity of receiving Seller's approval for such action.

3.06 Buyer's Activities During the Feasibility Period. For the duration of the Feasibility Period, as may be extended hereunder, Buyer or Buyer's representatives, employees, and agents shall be entitled inspect the Property, which right shall only be subject to the terms and condition set forth in this Agreement. Buyer's inspection rights set forth herein shall include Buyer's right, to Buyer's sole satisfaction and without limitation, to ascertain the feasibility of construction upon and use of the Property for the operation of medical office spaces (the "Intended Use"), which right expressly includes Buyer's determination of the timely availability and feasibility of any and all permits, approvals, plans, maps, plats, CUPs, environmental conditions and approvals, authorizations, licenses, permissions, changes or variances (including, without limitation, with respect to the zoning classification of the Property) (collectively, the "Approvals") necessary or required for Buyer's anticipated construction on and Intended Use of the Property, as may be required by or from any private entity or enterprise, or any department, body, board, or any other administrative, executive or legislative authority of any municipality, the City or County, or as required by or under any state or federal law, regulation, rule or private letter (collectively, the "Authorities"). Seller shall, at no cost or expense to Seller, other than general overhead costs and expenses, reasonably cooperate with and assist Buyer in the ascertainment, acquisition, and receipt of such Approvals, including, without limitation, attending meetings with Authorities relating to the same, and to the extent necessary or appropriate, promptly executing any and all documents related to the Approvals or required by the Authorities.

3.07 Release. Except with respect to representations, warranties and covenants of Seller set forth in this Agreement, which are expressly stated to survive the Closing, and in any documents delivered by Seller pursuant to this Agreement, from and after the Closing, to the extent allowable by law, Buyer hereby waives, releases, remises, acquits and forever discharges Seller, its directors, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which Buyer ever had, now has, hereafter can, shall or may have or acquire or possess or arising out of or in any way connected with directly or indirectly out of, or in any way connected with, based upon, arising out of the condition, status, quality, nature, contamination or environmental state of the Property.

Any and all physical inspection of the Property may be supervised by Seller's representative(s), at Seller's sole discretion. Notwithstanding the foregoing, Buyer shall not make any inspections that are invasive or which could cause damage thereto without Seller's prior consent. During the Feasibility Period, as may be extended, Buyer shall make all inquiries and determinations as Buyer in its sole discretion deems necessary or desirable in connection with Buyer's purchase of the Property. All such activities conducted by Buyer shall be at Buyer's sole cost and expense. Buyer shall not allow any liens to be filed against the Property for work done by Buyer (or caused to be done by Buyer) pursuant to this Section 3.07. Buyer shall not disclose any information acquired by Buyer regarding the Property to any person other than Seller or Buyer's consultants, attorneys and accountants, without Seller's prior written consent unless and until the Close of Escrow occurs

and title to the Property is transferred to Buyer. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from all liens, liabilities, damages, claims or assertions thereof resulting from Buyer's actions pursuant to this Section 3.07.

3.08 Limitation on Damages/Remedies.

IF SELLER SHALL BREACH ANY OF THE MATERIAL TERMS OR PROVISIONS OF THIS AGREEMENT (INCLUDING ANY MATERIAL BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES) OR OTHERWISE FAIL TO PERFORM ANY OF SELLER'S MATERIAL OBLIGATIONS UNDER THIS AGREEMENT AT OR PRIOR TO CLOSING, AND IF SUCH FAILURE CONTINUES FOR TEN (10) DAYS AFTER BUYER PROVIDES SELLER AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF, AND PROVIDED THAT BUYER IS NOT THEN IN MATERIAL DEFAULT, THEN BUYER MAY, AS BUYER'S SOLE REMEDIES FOR SUCH FAILURE: (A) WAIVE THE EFFECT OF SUCH MATTER AND PROCEED TO CONSUMMATE THIS TRANSACTION; (B) CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND OF THE DEPOSIT; OR (C) PROCEED WITH AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE.

IF BUYER SHALL BREACH ANY OF THE MATERIAL TERMS OR PROVISIONS OF THIS AGREEMENT OR OTHERWISE FAIL TO PERFORM ANY OF BUYER'S MATERIAL OBLIGATIONS UNDER THIS AGREEMENT AND IF SUCH FAILURE CONTINUES FOR MORE THAN TEN (10) DAYS AFTER SELLER PROVIDES BUYER AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF, AND PROVIDED SELLER IS NOT THEN IN MATERIAL DEFAULT, THEN SELLER MAY, AS SELLER'S SOLE REMEDIES FOR SUCH FAILURE: (A) WAIVE SUCH BREACH AND PROCEED TO CONSUMMATE THIS TRANSACTION IN ACCORDANCE WITH THE TERMS HEREOF; OR (B) CANCEL THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR THE ACCEPTANCE OF THIS AGREEMENT AND FOR TAKING THE PROPERTY OFF THE MARKET, AND NOT AS A PENALTY. BUYER AND SELLER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ANY OF ITS OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES IS AN AMOUNT EQUAL TO THE DEPOSIT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IF BUYER SO BREACHES ANY OF ITS MATERIAL OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE MATERIALLY DEFAULTS HEREUNDER AFTER DELIVERY OF THE FEASIBILITY NOTICE, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER

CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO BUYER’S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT.

NEITHER PARTY OR ITS REPRESENTATIVES IS 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.

Seller’s Initials

Buyer’s Initials

ARTICLE 4
COVENANTS, WARRANTIES AND REPRESENTATIONS

4.01 Covenants, Warranties and Representations by Seller. Seller hereby makes the following covenants, representations and warranties and acknowledges that Buyer’s execution of this Agreement has been made and Buyer’s acquisition of the Property shall be made in material reliance by Buyer on such covenants, representations and warranties, all of which shall survive closing:

a. Seller is a California Special Healthcare District, validly existing under the laws of the State of California. Seller, by act of its designee, has the power and authority to enter into this Agreement and the other documents delivered by Seller pursuant to this Agreement, and to sell, convey, and transfer the Property on the terms set forth in this Agreement.

b. To Seller’s actual knowledge without any duty to investigate, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions (collectively “Laws”) associated with the Property.

c. Seller has not received notice of, any violation of any Laws applicable to the Property. To Seller’s actual knowledge without any duty to investigate, the Land (including wells and underlying groundwater) and the use and operation thereof are currently in compliance with all Laws. All permits, licenses and authorizations relating to the use and operation of the Land required by applicable Environmental Laws (defined below) have, to the extent required,

been obtained and are in effect.

d. Seller has obtained all necessary consents, permissions, approvals, authorizations and orders related to the transactions contemplated by this Agreement and all agreements, instruments and documents herein provided to be executed or caused to be executed by Seller which are required under any covenant, agreement, encumbrance, or Laws to which Seller, any assets of Seller or the Property (or any part thereof) are subject, including any laws regarding estates or successions. No other signatures or approvals are required to make this Agreement fully enforceable by the Buyer with respect to either Seller or the Property.

e. Seller's execution of this Agreement and performance hereunder shall not violate any known agreement, option, covenant, condition, obligation or undertaking of Seller nor shall it violate any law, order under statute, ordinance or regulation, including bylaws of Seller.

f. Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986 as amended. At the Close of Escrow, Seller shall provide to Buyer an Affidavit of Non-Foreign Status made under penalty of perjury.

g. Seller has received no notice of (i) any condemnation or threatened condemnation proceeding; (ii) any proceeding or threatened proceeding challenging Seller's title to the Property or right to convey the Property to Buyer in accordance with this Agreement; (iii) any lien or potential claim of lien for work performed upon the Property unless same is disclosed and made known in the title work process and is being paid at Closing; (iv) any violation of fire, health, safety, building zoning or other laws applicable to the Property; (v) any recorded judgments or decrees of any kind affecting the Property; or (vi) any notice of any issue or notice of any violation of law, rule, ordinance, or regulation, issued by the City of Tulare or any other municipality, agency, or government entity, related to or referencing the construction of any improvements on the Property.

h. Seller has no actual knowledge of, with no duty to investigate, nor any reasonable cause to believe that there has been any release of hazardous substances located on or beneath the Land that would require notice to Buyer pursuant to any municipal, state or federal reporting requirement.

i. Seller has and will convey to the Buyer good and indefeasible title in fee simple to the Property free and clear of any outstanding mineral rights and reservations, and any oil, gas or mineral leases, and any other lien, claim, security interest, or encumbrance of any kind whatsoever, other than the Permitted Exceptions and the Lease set forth hereinabove.

j. There are no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereby any party has or could claim or assert any right, title or interest in or to the Property or any part thereof.

k. Seller has received no written notice of, and has no actual knowledge (without any duty to investigate) of, any asbestos, hazardous or toxic materials, substances or wastes affecting the Land or Improvements (collectively, "Hazardous Materials"), or an claim that

the Land or Improvements are in violation of any Environmental Laws. For purposes herein, "Environmental Laws" shall mean the: (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (ii) Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.); (iii) Clean Water Act (33 U.S.C. Section 1251 et seq.); (iv) Safe Drinking Water Act (14 U.S.C. Section 1401 et seq.); (v) Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (vi) Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.); and (x) any past or present laws of any federal, state or local governmental body or agency, related to the environment as applicable to the Land or environmental liability arising therefrom. Seller has received no written notice (without any duty to investigate) indicating, and has no actual knowledge of, the existence or location of any underground storage tanks or associated lines located on the Land or underground septic tanks and associated lines on the Land. Seller has received no written notice indicating and has no actual knowledge that the Land has ever been used as a landfill or as a dump for garbage, construction materials or other similar materials, and no hazardous, toxic or regulated materials are being or have ever been stored or discharged or buried on or in the Land; and there are not now, nor have there ever been, any underground storage tanks located on the Land. Seller has not received any written notice and has no actual knowledge of any communication from the United States Environmental Protection Agency or any other Federal, State, County or municipal agency concerning any intentional or unintentional action or omission on Seller's part resulting in the release, discharge, spilling or leaking of hazardous, toxic or regulated materials in or onto the Land; and Seller has received no written notice and has not actual knowledge of any pending or threatened actions against Seller relating to the Land under any Environmental Laws.

l. Seller is not actually aware of, without any duty to investigate, any impediment, hindrance, prohibition, bar, rule, mandate, law or regulation against Buyer's Intended Use of the Property.

m. From and after the date of this Agreement, Seller shall maintain the Property in condition no worse than as of the date of this Agreement, reasonable wear and tear and casualty excepted, and shall not enter into any lease or occupancy agreement for the Property, or shall not incur or allow any encumbrances or liens against the Property.

n. There are and there will be no new parties, as of the Effective Date hereof, in possession of any portion of the Land as lessees, tenants at sufferance, trespassers or otherwise, and no party has been granted a license or lease or other right pertaining to the use or possession of the Land.

o. There are no persons other than Seller in possession or occupancy of the Land or that have any possessory right in the Property or any part thereof.

p. Seller shall deliver to Buyer, within two (2) days of Seller's receipt thereof, any notices it receives with respect to the Property or Buyer's Intended Use thereof.

4.02 Covenants, Warranties and Representations by Buyer. Buyer hereby makes the following covenants, representations and warranties and acknowledges that Seller's execution of this Agreement has been made and the sale of the Property shall be made in material reliance by

Seller on such covenants, representations and warranties, all of which shall survive the closing:

a. Buyer is a limited liability company, validly existing under the laws of the State. Buyer, by act of its designee, has the power and authority to enter into this Agreement and any other documents as may be required pursuant to this Agreement, and to purchase and receive the Property on the terms set forth in this Agreement.

b. Buyer has the power and authority to enter into this Agreement and the other documents delivered by Buyer pursuant to this Agreement, and to purchase the Property on the terms set forth in this Agreement.

c. Buyer's execution of this Agreement and performance hereunder shall not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer, nor shall it violate any law, order, statute, ordinance or regulation.

ARTICLE 5

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligations to Perform. Seller's obligations to perform as set forth in this Agreement are hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

a. Buyer shall have performed each of the acts to be performed by it hereunder, including without limit, depositing the Deposit upon execution of this Agreement, as required hereunder, its share of Closing Costs into Escrow at or prior to the Close thereof.

b. Each of the representations and warranties of Buyer set forth in Section 4.02 shall be true at the Close of Escrow as if affirmatively made at that time.

c. Escrow Holder shall be committed to issue the Title Policy which shall be satisfactory to Seller, as set forth in Section 3.02 hereof.

5.02 Condition Precedent to Buyer's Obligation to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

a. Seller shall have performed every act to be performed by it hereunder, including depositing into Escrow a grant deed conveying the Property (the "Grant Deed"), and an Affidavit of Non-Foreign Status.

b. Each of the representations and warranties of Seller contained in Section 4.01 shall be true at the Close of Escrow as if affirmatively made at that time.

c. Escrow Holder shall be committed to issue the Title Policy as set forth in Section 3.02 hereof in form satisfactory to Buyer.

d. No change shall have occurred or be threatened with respect to the physical or legal condition of the Property that would materially adversely affect the Property or Buyer's anticipated use thereof.

e. Based solely upon Buyer's own inspection, Buyer is satisfied with the environmental condition of the Premises, including without limitation any contamination of the soil, groundwater or improvements.

f. Buyer is satisfied with the condition of title to the Land.

ARTICLE 6

ESCROW

6.01 Establishment of Escrow. The Parties shall establish escrow for purposes of consummating the purchase and sale of the Property pursuant to this Agreement with a designated representative of Escrow Holder as the escrow officer (the "Escrow"). Upon execution by the Parties, a duplicate original of this Agreement shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder. Escrow Holder shall execute a counterpart hereof for both Buyer and Seller, acknowledging its Agreement to act as Escrow Holder as set forth herein.

6.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Close thereof:

a. Seller's Deposits: Seller shall deposit the following documents and instruments ("Seller's Documents") into Escrow prior to the Close:

- (1) an executed and acknowledged original Grant Deed;
- (2) an executed original Affidavit of Non-Foreign Status; and
- (3) such other materials as might reasonably be required by Escrow Holder or Buyer to complete the transactions and issue the Title Policy as provided by this Agreement.

b. Buyer's Deposits: Buyer shall deposit the following funds and documents ("Buyer's Documents") into Escrow (unless indicated to deliver them to Seller), prior to the Close of Escrow or at the otherwise indicated times:

- (1) the Deposit, as required in Section 1.04(a);
- (2) the balance of the Purchase Price in accordance with Section 1.04(b);
- (3) Buyer's share of the Closing Costs; and

(4) such other documents as may be reasonably required by Seller or Escrow Holder to Close the purchase of the Property in accordance with this Agreement.

6.03 Utilities. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated (if at all) outside the Escrow by the Parties. Seller shall retain all utility company deposits made by it with respect to the Property, if any.

6.04 Title Insurance. At the Closing, the Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 3.02.

6.05 Closing Costs and Expenses. If the transaction contemplated by this Agreement is consummated, then upon the Closing, Seller shall pay: (A) the premium for the ALTA portions of the Title Policy; (B) all documentary transfer taxes, whether payable to the City, County, State or otherwise; (C) one-half (1/2) of all escrow fees and costs; and (D) Seller's share of prorations. If the transaction contemplated by this Agreement is consummated, then upon the Closing, Buyer shall pay: (W) the cost of all title endorsements for the ALTA policy and/or lender policy; (X) any document recording charges; (Y) one-half (1/2) of all escrow fees and costs; and (Z) Buyer's share of prorations. Subject to the foregoing, Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively, including, without limitation, Buyer shall pay for any survey or other inspections Buyer elects to obtain.

All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the County. Buyer shall deposit additional funds into Escrow in an amount equal to their share of the Closing Costs as set forth above and as calculated by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the Closing Costs from funds otherwise distributable to Seller.

6.06 Closing Date. The Close of Escrow shall occur forty five days (45) days after the opening of Escrow. As used herein, the terms "Close," "Closing" and "Closing Date" shall be synonymous with the term Close of Escrow.

6.07 Prorations; Taxes and Assessments. All nondelinquent taxes and assessments on the Property shall be prorated as of the Close of Escrow based on the latest real estate tax assessment value then available and shall be reconciled following the closing upon receipt of the tax bill applicable for the period in which the Closing occurs. All prorations shall be made in accordance with customary practice in the County, except as expressly provided in this Agreement. Such prorations, if and to the extent known and agreed upon as of the Close of Escrow, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at the Close of Escrow. Any such prorations not determined or not agreed upon as of the Close of Escrow shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash or Cash Equivalent as soon as practicable following the Close of Escrow. For purposes of calculating prorations, Seller shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day of the Close of Escrow.

6.08 Disbursements and Other Actions by Escrow Holder. At the Close of Escrow,

Escrow Holder shall promptly undertake all of the following actions in the manner set forth in this Section 6.08 and in Section 6.10 below.

a. Funds. Escrow Holder shall disburse all remaining funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:

(1) deduct all items chargeable to the account of Seller pursuant to Section 6.05 of this Agreement and pay such items directly to the appropriate party;

(2) if, as the result of the prorations and credits pursuant to Section 6.07 of this Agreement, amounts are to be charged to account of Seller, deduct the total amount of such charges;

(3) disburse the balance of the Purchase Price to Seller promptly upon the Close of Escrow; and

(4) disburse the remaining balance of the funds, if any, to Buyer promptly upon the Close of Escrow.

6.09 Conditions Precedent to the Close of Escrow. The Close of Escrow is hereby expressly conditioned on the satisfaction or waiver by the Party whose performance is conditioned thereon, of each of the conditions precedent contained in Article 5 hereof.

6.10 Procedure for Closing. Escrow Holder shall Close the Escrow by further doing the following:

a. submit a copy of Escrow Holder's estimated closing statement to Buyer and Seller for approval;

b. pay from funds deposited by Buyer as a part of the Purchase Price, all claims, demands and liens necessary to place title to the Property in the condition set forth in Section 3.01 upon written approval of Seller;

c. pay Seller's share of the Closing Costs from funds otherwise distributable to Seller;

d. pay from funds deposited by Buyer, Buyer's share of the Closing Costs;

e. prorate Property taxes and assessments as set forth in Section 6.07 hereinabove;

f. record the Grant Deed in the Official Records of the County and direct the County Recorder to affix the documentary transfer tax after recording and return the recorded Grant Deed to Buyer with a conformed copy to Seller, and file the Preliminary Change of Ownership Certificate in the County;

- g. deliver the Affidavit of Non-Foreign Status to Buyer; and
- h. unless otherwise instructed by Seller unilaterally, deliver the remaining funds held in Escrow, less payments authorized hereunder, to Buyer by Escrow Holder's check or by wire transfer, as designated by Seller or Seller's representative.

6.11 Failure to Close. Escrow Holder shall deliver to Buyer the Deposit, and the Parties shall have no further obligations hereunder, in the event the Close of Escrow does not occur on or before the Closing Date due to or because of: (A) Seller's inability or unwillingness to deliver title to the Property; (B) Seller's inability or unwillingness to provide such documentation or perform such acts as required hereunder. In the event the Close of Escrow does not occur on or before the Closing Date due to a default or breach of this Agreement by Buyer, Escrow Holder shall distribute the Deposit to Seller, and the Parties shall have no further obligations hereunder. Upon the occurrence of any of the foregoing conditions, upon written demand by the aggrieved Party and at the aggrieved Party's election, Escrow Holder shall terminate the Escrow, deliver each Party's Documents to the Party depositing them, and notwithstanding any contrary provision of this Agreement, charge the defaulting Party for any cancellation charges. If the Escrow shall fail to close on the date scheduled through no fault or act of either Party then it shall continue until the first to occur of:

- a. the Parties shall mutually agree in writing to a new closing date or other disposition of the Escrow;
- b. either Party shall make a demand for Closing; or
- c. thirty (30) days from the scheduled Close.

ARTICLE 7

MISCELLANEOUS

7.01 Attorneys' Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to reasonable costs and attorneys' fees.

7.02 Notices. All notices under this Agreement shall be effective receipt or upon refusal to accept delivery. The issuance of a notice by a party's lawyer shall act as the issuance of such notice by the party. Notices may be given by personal delivery to Buyer or Seller, delivery by recognized overnight courier, or by after deposit in the United States mail, or other common mail carrier registered or certified, postage fully prepaid and addressed to the respective parties as follows:

If to Seller:

With a copy to:
McCormick Barstow LLP

Tulare Local Healthcare District
Attn: Randy Dodd, CEO
P.O. Box 1136
Tulare, CA 93275
rdodd@tulareregional.org

Attn: Jason O. Howard, Esq.
7647 N. Fresno Street
Fresno, CA 93720
jason.howard@mccormickbarstow.com

If to Buyer:
Polaris Healthcare Properties
Attn: Clayton Ipsen
113 N. Church Street, Suite 417
Visalia, CA 93291

With a copy to:

or such other address as the Parties may from time to time designate in writing. As a matter of convenience, however, communications between Buyer and Seller shall, to the extent feasible, be conducted orally by telephone, by email or in person, or between counsel or other authorized agents of the Parties, with such communications to be confirmed and made effective in writing as set forth above, provided no such oral notice or communication shall be effective unless so confirmed in writing.

7.03 Entire Agreement. This Agreement, including any exhibits attached hereto or referenced herein, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties. There are no verbal agreements, representations or understandings affecting this Agreement or any supplements thereto of the subject matter hereof, and all negotiations, representations and understandings are merged herein. This Agreement supersedes, cancels and annuls all contracts, understandings and agreements of prior date between the parties hereto and shall continue in force and govern all transactions between the Parties until the expiration hereof or the cancellation of termination hereof by either Party.

7.04 Assignment/Successors. Buyer may, without the prior consent of the Seller and in its sole discretion, assign or transfer this Agreement, or any of its rights, interests or obligations hereunder, to a corporation, limited partnership or other business entity wholly or partially owned or controlled by Buyer, or to any third party. Unless otherwise stated herein, upon such assignment or transfer, Buyer shall have no further obligations to Seller hereunder, including, without limitation, with respect to any subsequent default by Buyer’s assignee or transferee. In any event, the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties hereto.

7.05 Governing Law/Injunctive Relief. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA. It is understood and agreed by

the Parties that each Party may suffer irreparable harm from, and that money damages may not be a sufficient remedy for, any breach of this Agreement, and that a Party may seek specific performance and injunctive or other equitable relief if the other Party breaches or threatens to breach any of the provisions of this Agreement, without the necessity of posting a bond, and the breaching Party shall not plead in defense thereto that there would be an adequate remedy at law. Such remedy shall not be deemed to be the exclusive remedy, but shall be in addition to all other remedies available at law or equity to the non-breaching Party. The non-breaching Party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in any action or proceeding against the breaching Party with respect to any breach of this Agreement.

7.06 Headings. Headings at the beginning of each numbered Article and Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

7.07 Survival. Each provision of this Agreement which is intended by its terms to survive this Agreement shall survive termination of this Agreement whether or not such provision explicitly references survival, including, without limitation, with respect to each Party's warranties, representations and covenants set forth hereinabove.

7.08 Time. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. Notwithstanding the foregoing, in the event the date for the performance of an action or the giving of a notice falls on a Saturday, Sunday or holiday, then the date for the performance of such action or giving of such notice shall be automatically extended to the next succeeding business day.

7.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

7.10 Waiver of Covenants, Conditions or Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

7.11 Construction of Agreement. This Agreement and the documents referred to herein, and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the

Party who caused the uncertainty to exist.

7.12 Legal Advice and Interpretation. Seller and Buyer have received independent legal advice from their attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. Each Party understands the advisability of seeking legal counsel and has exercised its own judgment in this regard. The terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any Party. Any exhibits referred to herein, if any, shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.13 Partial Invalidity. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible. However, if either Party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, or if said Party determines that any provision of this Agreement may expose it to governmental action, whether federal, state or municipal, in any form, and that this Agreement cannot be amended to ensure compliance, or that the other Party refuses to so amend, then such Party may, at its option, by giving written notice to the other, terminate the Agreement. In such event the Parties shall take such reasonable action to restore each Party to the position it was in prior to the making of this Agreement.

7.14 Gender and Number. Wherever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and neuter, and reference to the singular shall be deemed to include the plural.

7.15 Incorporation of Recitals and Exhibits. All exhibits attached hereto and referred to herein and the Recitals section are incorporated in this Agreement as though fully set forth herein.

7.16 Authority/Capacity. Each individual executing this Agreement on behalf of either Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party. Each individual further represents and warrants to the other that (a) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Agreement, and (b) this Agreement does not in any way violate any covenant, contract, agreement, instrument or understanding by which such Party is bound.

7.17 Further Assurances. Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete the Project. Each Party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Agreement.

7.18 Force Majeure. Neither Buyer nor Seller shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from: Acts of God; acts of civil or military authority; acts of public enemy; epidemic or pandemic; terrorism; bomb threats; computer virus; power outage; war; accidents; fires; explosions; earthquakes; floods; failure of transportation; machinery or supplies; vandalism; strikes or other work stoppages by employees, agents, contractors or subcontractors; or any similar or dissimilar cause beyond the reasonable control of either Party. Both Parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement, to be effective as of the Effective Date.

SELLER

BUYER

Tulare Local Healthcare District, a local healthcare district organized under the California Health and Safety Code

Polaris Healthcare Properties, a California limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

The undersigned hereby acknowledges receipt of the foregoing REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS on behalf of Chicago Title, consents on behalf of Chicago Title to act in accordance therewith in connection with the referenced Escrow, and represents and warrants to the Parties that the undersigned is authorized to execute this Acknowledgment and Consent on behalf of Chicago Title.

“Escrow Holder”

Chicago Title

By: _____ Name:

Title: _____

Dated: _____, 2024

EXHIBIT A

[INSERT LEGAL DESCRIPTION]