

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, dated July 26, 2022 ("First Amendment"), amends the Purchase and Sale Agreement and Joint Escrow Instructions dated May 27, 2022, Yolo County Agreement No 22-113 (the "Purchase Agreement"), between ST. JOHN'S RETIREMENT VILLAGE (also identified as ST. JOHNS RETIREMENT VILLAGE), a California nonprofit public benefit corporation ("Seller"), and COUNTY OF YOLO, a political subdivision of the State of California ("Buyer").

1. Section 2.1 of Article 2 of the Purchase Agreement is amended as follows to reflect the increase in the Advance (defined below) that Buyer will pay to Seller prior to Closing pursuant to an amended promissory note, secured by a deed of trust, approved by the Buyer's Board of Supervisors on July 26, 2022:

2.1 Amount. The purchase price ("**Purchase Price**") for the Property shall be \$2,900,000 with \$2,330,000.00 to be paid in cash at Closing plus the amount of the Advance (defined below) and the Deposit. Buyer has agreed to advanced funds in the amount of \$550,000.00 ("**Advance**") to Seller to assist with Seller's winding up of the residential care facility for the elderly ("**RCFE**") operations at the Property and for the continued maintenance of the Property prior to the Closing (defined below). Buyer agrees that at Closing (as defined below) (i) the full amount of the Advance shall be applied to the Purchase Price, (ii) the promissory note ("**Note**") entered into by and between Seller and Buyer with respect to the Advance shall be cancelled and returned to Seller, and (iii) the Property shall be released from the deed of trust securing the Note.

2. Conditions to Advance. County already paid to Seller on or about April 15, 2022 \$400,000.00 of the Advance. Buyer agrees to advance the remaining \$150,000.00 of the Advance to Seller within five business days of Seller providing County with notice that it has submitted a written notice to the Attorney General pursuant to Corporations Code section 5913 of Seller's intent to sell the Property, as defined in the Purchase Agreement. to the County. Such notice by Seller shall include a copy of the notice to the Attorney General. County's obligation to pay the remainder of the Advance shall be contingent upon Buyer's performance of the terms of this Section 2.
3. Except as expressly amended in this First Amendment, the Purchase Agreement remains in full force and effect.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Purchase Agreement as of the day and year set forth above.

BUYER:

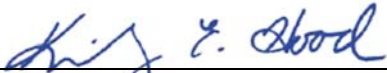
County of Yolo, a political subdivision of the State  
of California

By \_\_\_\_\_  
Angel Barajas, Chair  
Yolo County Board of Supervisors

ATTEST:  
Julie Dachtler, Deputy Clerk  
Yolo County Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

APPROVED AS TO FORM:  
Philip J. Pogledich, County Counsel

By:   
Kimberly Hood, Assistant County Counsel

SELLER:

ST. JOHN'S RETIREMENT VILLAGE, a  
California nonprofit public benefit corporation

By: \_\_\_\_\_  
Marilyn Mitchell, President of the Board/CEO

By: \_\_\_\_\_  
Jenee Rawlings, Treasurer