



Board of Directors Minutes
May 18, 2026 7:00 PM PDT to 8:30 PM PDT
Regional Center of the East Bay

Members Present

Sadia Mumtaz
Dinah Shapiro
David Glasser
Rose Coleman

Dan Hogue
Rajesh Voddiraju

Members Absent

None

Staff Present

Ashley Harmon, Executive Assistant
Dr. Rebecca Nanyonjo, Executive Director
Stephanie Brown, Executive Assistant
Herb Hastings, Client Advocate
Ian Mendoza, Client Services Manager
Genia Lindberg, Support Services Manager
Fruc Menchavez, Talent Development
Chelsea Kalloway, Community Services Rate
Cristie Rayner, Case Management Supervisor
Ben Braun, Associate Director
Steve Robinson, Director Community Services
Michael Minton, Manager of Risk Management and Quality Assurance

Shannon Barnes, Interim CFO
Jeff Nagafuji, Manager of Specialized Services and Supports
Lucy Rivello, Director Clinical Services
Daniel Bermeo, Case Management Supervisor
Ronke Sodipo, Associate Executive Director
Kim Limato, Client Services Manager
Lindsay Meninger, Associate Director Client Services
Fabiola Meza, Director Human Resource
Jenifer Castaneda, Manager Federal Programs
Michelle Velasco, Client Services Manager
Priscilla Gomez, Community Services Supervisor

Guest Present

Chris Aguire – DDS
Vi Ibarra, DDC CCC
Ernie Cruz, DDS
Patricia
Danielle N. Motley-Lewis | TMC Co.
Lorena G
Diana Gonzalez
Alex L.
Morena G.
Tamela Lloyd-Carraway
Charlene
Zackery Wheeler
Gabriel Rogin
Angeleter Pringle
Sara
iPhone
Sonia M

Maria
Veronica M Santana
Sara Trail
Donna Feingold
Elena Munoz Pelayo
Christina Kekai
Jazmin
Araceli
Marcia Lyn
Monica Montgomery
N. Rogers
Jenica Hadley
Riguelme-
Community Life Skills Antonio
Tandra DeBose
Ara Lopez
Xinxin Li
Denise Bradley
Adaure Home Care LLC

I. *Introduce Interpretation Services*

II. Call To Order - 7:00 PM PDT

Presented By Sadia Mumtaz

The meeting commenced with a decision to proceed even in the absence of all board members, with Ashley Harmon facilitating the entrance of all waiting attendees. Sadia Mumtaz assumed leadership of the gathering, and introductions were made as interpreters and attendees settled in.

III. MISSION, VISION, AND CORE VALUES - 7:02 PM PDT

Presented By Sadia Mumtaz

The mission, vision, and core values of RCEB were read aloud.

A roll call confirmed the presence of six board members, establishing that the quorum was met.

IV. Consent Agenda and Minutes (Vote) - 7:05 PM PDT

Presented By Sadia Mumtaz

The consent agenda proceeded with a motion to approve both the agenda and the minutes of the previous meeting. With no objections in discussions, the agenda was finalized, although one member abstained from voting on the minutes. Nonetheless, both approvals were successfully passed.

- Motion - A motion was made to approve the agenda (Dan/Raj/Dinah), Dan Abstained.
- Second - The motion to approve the agenda was seconded.
- Decision - Discussion on the agenda approval found no objections, leading to its approval.
- Motion - A motion was made to approve the minutes from the last meeting (Raj/David).
- Second - The motion to approve the minutes was seconded.
- Decision - With no further discussion or objections, the minutes from the last meeting were approved.

V. Public Comments:

Presented By Sadia Mumtaz

- Decision - It was noted that no hands were raised for public comments at that time, and the board decided to move on as no participants requested to speak.

VI. State Council on Developmental Disabilities: SCDDC

An attempt was made to connect with a representative from the State Council on Developmental Disabilities for a report, though they were unavailable. The board opted to proceed with committee reports, intending to revisit this item later.

VII. Committee Reports

Presented By Sadia Mumtaz

A. Executive Director's Report

Presented By Rebecca Nanyonjo

The Executive Director's Report included insights into the Governor's budget meeting, state budget processes, and newly approved investments. Concerns over federal reviews on home and community-based services were also addressed, with specific mentions of Medi-Cal discussions.

- The Executive Director highlighted the Governor's budget, which was discussed at a meeting on May 14th, and included an overview from the governor and subsequent discussions with Health and Human Services Secretary.
- It was noted that the state budget season involves organizations submitting requests with oversight agencies like the Department of Developmental Services.
- The budget revision process involves an initial idea in January, a revision before the fiscal year ends in June, and finalization from June to September to align with the federal fiscal year starting October 1st.

- Key investments in the Governor's budget include a one-time \$25 million for inclusive college technical assistance centers, \$15 million for rate model adjustments for center-based early intervention services, and \$11.5 million in one-time funding and \$2.8 million annually thereafter for standardizing intake processes.
- There will be an increase of \$1.1 million to address regional center workload issues related to the grievance process, to be implemented by February 2027.
- State revenues were stronger than expected, with higher yields leading to positive preparation for the budget, though there are concerns due to anticipated federal reviews of services associated with home and community-based services (HCBS) funding.
- A federal-level evaluation will look into the use of Medicaid or Medi-Cal dollars with expected significant changes in eligibility requirements.
- State level discussions include concerns around Medi-Cal and IHSS, but there are significant one-time investments in special education, which impacts contractual obligations with families through individual education programs.

RCEB's three-year strategic plan from 2024 to 2027 was developed with contributions from various stakeholders and focuses on five key areas, including work culture and person-centered services. Among the updates, improvements were noted in reimbursement processes and HR initiatives.

- The strategic plan includes input from staff, community stakeholders, providers, and board members.
- The focus of the overview is on Year 1 activities, though the full plan is available online, spanning 32 pages.
- Five main strategic focus areas are outlined: continuous process improvement, work culture, diversity, equity, inclusion, and belonging, communication and engagement, and person-centered services planning.
- Steve Robinson provided updates on the social rec policy, which was approved by the board, and improvements in the reimbursement process for social recreation.
- Lucy Ravello discussed the distribution of a guide to regional center services and plans to improve timeliness in intake and assessment in the coming years.
- Fabiola Mesa highlighted HR initiatives including a new recognition platform, quarterly job fairs, and increased training and development efforts to improve workforce stability.
- RCEB has initiated various programs under the goals of diversity, equity, and inclusion, such as translated materials and implicit bias training.
- Efforts to improve community engagement include surveys, newsletters, and collaboration with a communication strategist for a strategic communication plan.
- The focus on person-centered services involves training staff in person-centered planning and maintaining certified trainers and mentors within the organization.

The board recognized the accomplishments regarding strategic plan goals. Suggestions were made to address member queries in upcoming packets and synchronize committee work with strategic focal points to increase efficiency and alignment towards 2025-2026 objectives.

- The board acknowledged the achievements of the RCEB team in following up on the strategic plan goals.
- A suggestion was made to address board members' questions within the next board packet for wider visibility.
- A discussion ensued about tracking the strategic plan's 2025 to 2026 goals with emphasis on calendar versus fiscal years. Some goals have internal deadlines set for December and others by June 30th.
- It was emphasized that continuous improvement based on unique cases should be communicated in the next board agenda packet.
- Committees were encouraged to align their work with the strategic plan's focus areas like continuous improvement and communication.
- Update on retention rates: retention is reportedly high at over 92% for new hires, and ongoing performance management tools are being developed.
- The notion of encouraging consumers to advocate regarding potential budget cuts was discussed, with the suggestion to engage with elected officials through advocacy letters.
- A follow-up with Rose was proposed for more targeted advocacy guidance.

B. Budget and Finance Committee

Presented By David Glasser

Budget and Finance Committee requested additional explanation to be included in contact packets for future meetings. Shannon Barnes explained DDS funding and the approval process before moving into contract review.

C. Executive Committee/President's Report

Presented By Sadia Mumtaz

[Note: The contracts were submitted to the board of directors prior to the board meeting for their review and opportunity to ask questions and provide comments.]

1. DDS B-4: M/S/C "The Board moves to approve the current contract as presented" [Dan/David]
Discussion occurred with the Board before adopting Contracts.
Unanimous - The motion was adopted.

2. HD249015 State Staffing: M/S/C "The Board moves to approve the current contract as presented"
[Dan/Dinah]
Discussion occurred with the Board before adopting Contracts.
Unanimous - The motion was adopted.

Discussion on ensuring all board members have access to contract materials before voting. Arrangements for future packet access support.

D. Board Membership Update

Presented By Sadia Mumtaz, David Glasser

Board operations emphasized inclusivity and open communication. Efforts focused on document ADA compliance and increased membership. Anticipated changes included hybrid meeting formats and revived committee engagements, with Stephanie Brown onboarded to support executive tasks.

- The Q&A session for Section D, item number one, will be included in the next board packet instead of being discussed now.
- Starting August, board meetings will shift to a hybrid format, with some members attending in person and others virtually.
- The board will be revising documents to be ADA compliant and in plain language, making them more accessible to those with intellectual and developmental disabilities.
- Efforts are underway to increase board membership, with new candidate documents being collected and interviews lined up.
- The board is actively seeking new members; applications, resumes, and conflict of interest documents should be submitted through the website.
- Stephanie Brown has been introduced as a new executive assistant to assist with board functions.
- The Diversity and Equity Committee is planned to be revived after summer, focusing on addressing inequities based on input from families and organizations.
- There will be work on revising the board's bylaws, with updates expected next month.

E. Consumer Advisory Committee

Efforts in the Consumer Advisory Committee included leadership transitions and member engagement from open houses. Dinah updated on recent gatherings and the importance of translator considerations. Chris Hansen focused on inclusivity for Concord members and hybrid meeting models.

- Dinah provided an update on a successful open house, noting the need for translators for deaf consumers and ensuring consumers, rather than providers, attend the meetings.
- There is a discussion about finding potential new members for the Consumer Advisory Committee (CAC) from the recent open houses, illustrating efforts to engage more consumers.
- Dinah agreed to provide a more detailed update about the integration of new members in the next board meeting.
- Dinah suggested that Rose might serve as vice president, especially in her absence.
- Chris Hansen is coordinating the inclusion of members from Concord and emphasizing hybrid meetings to accommodate members from regions like East Bay.

F. Supports and Services Committee

Minutes Created in [OnBoard Meetings](#)

Stephanie Brown - 2026-06-17 13:39:40 UTC
Regional Center of the East Bay

Presented By Sadia Mumtaz

The Supports and Services Committee concentrated on reorganizing around deep dives in specific service areas, such as recent focus on intake. Future focus will address service coordination and person-centered planning, driven by member updates from Raj's insights.

G. Provider/Vendor Advisory Committee

Presented By Dan Hogue

The committee highlighted the oversight of DSP University initiatives and the relaunch of internship programs. Critical surveys and financial reviews were also flagged for providers meeting specific income thresholds to maintain transparency and operational standards.

- The DSP University initiative, launched by the Department of Developmental Services, is providing free training for direct service professionals, though it currently lacks CEU qualifications.
- A DSP internship program has been relaunched, and providers are reminded to report remote service hours starting June 1st for correct billing.
- The DDS survey for providers involves both a capacity report and a residential facilities questionnaire to ensure services meet required standards.
- Providers who earn over \$250,000 from regional center money must conduct an independent audit, while others need a financial review.
- Daniel provided an update detailing that the \$500,000 from Measure W was distributed via \$100 gift cards, with a deadline already passed for distribution.
- A letter to the board from providers indicates a lack of confidence in the board's direction, with concerns about governance standards, professional conduct, and transparency.
- PVAC is scheduled to meet with the board to address concerns raised in the providers' letter.

VIII. Public Comments:

Presented By Sadia Mumtaz

The Board heard comments from a representative of the Developmental Disabilities Council for attendees to join the June 17th joint county awards event.

The Board heard comments from Patricia about the board meetings focusing more on presentations instead of addressing community needs, urging the board to listen to family concerns and take meaningful action.

The Board heard comments from Christina Kekai regarding the Self Determination Program, reimbursement of social recreation, and experiences with FMS agencies.

The Board heard comments from Tandra DeBose encouraging Black Families to join RCEB's Parent Support Circle.

The Board heard comments from Sara who thanked Ms. Ann and the People of Color Developmental Disabilities Association for their advocacy efforts, raised concerns about a family member's prolonged lack of services, and requested information regarding unresolved vendor reimbursement issues for client housing expenses.

The Board heard comments from Sonia M. who echo'd Patricia about accountability within RCEB.

The Board heard comments from Elena Munoz Pelayo who shared concerns about poor communication, lack of support, and perceived retaliation within the Self-Determination Program while advocating for her medically fragile son, and requested clearer processes, improved staff training, and protections against retaliation.

The Board heard comments from Ann Pringle who emphasized the importance of prioritizing parent voices, expressed concerns about the effectiveness and inclusiveness of the Diversity and Equity Committee, questioned the characterization of past meetings as disruptive, and encouraged a fair process that promotes broad participation and meaningful resolution of issues.

The PVAC committee sent a unanimously voted letter to the board that was uploaded to the agenda, requesting it be addressed at a future meeting due to no response received so far.

IX. Adjournment (9:00PM):

Presented By Sadia Mumtaz

The meeting wrapped up with thanks extended to all participants, who contributed to the discussions and decision-making process, reflecting a collaborative and engaging meeting environment. The session was formally closed following these expressions of gratitude.

**Regional Center of the East Bay
Contracts for Board Review/Approval**

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

Date approved by RCEB Board

Operations

Purchase of Service

The following contracts have been reviewed by Lynn Nguyen, Director, Finance and Administration and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
State of California Department of Developmental Services Contract with RCEB "A" Series Contract Allocation, A-3 Amendment	N/A	Department of Developmental Services and Regional Center of the East Bay	7/1/2024– 6/30/2027	\$907,252 OPS Allocation \$1,491,332 POS Allocation Total \$2,398,584 This amendment brings the total "A" contract allocations for F/Y 24-25 to \$1,050,276,681	This contract represents the "A-3" contract amendment of the A series between DDS and RCEB for fiscal year 2024-25 .

**Regional Center of the East Bay
Contracts for Board Review/Approval**

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

Date approved by RCEB Board

Operations

Purchase of Service

The following contracts have been reviewed by Shannon Barnes, Interim CFO, and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
State of California Department of Developmental Services Contract with RCEB "B-5" Contract Allocation	N/A	Department of Developmental Services and Regional Center of the East Bay	7/1/2025– 6/30/2028	<p>\$3,633 OPS Allocation</p> <p>\$2,889,680 POS Allocation for CPP/CRDP start-up and placement funding</p> <p>Total \$2,893,313</p> <p>This amendment brings the total "B" contract allocations for F/Y 25-26 to \$1,345,352,192</p>	This contract represents the B-5 contract amendment of the "B" series contract between DDS and RCEB for fiscal year 2025-26 .



PETE CERVINKA
DIRECTOR

State of California—Health and Human Services Agency
Department of Developmental Services
1215 O Street, Sacramento, CA 95814
www.dds.ca.gov



GAVIN NEWSOM
GOVERNOR

Date: June 16, 2026

TO: REGIONAL CENTER EXECUTIVE DIRECTORS
REGIONAL CENTER ADMINISTRATORS

SUBJECT: Revised B-5 ALLOCATION FOR FISCAL YEAR 2025-26

Enclosed is information regarding the allocation amounts to be included in the Fiscal Year 2025-26, B-5 Contract Amendment, that your regional center will receive within the next few weeks.

If you have any questions regarding the Community Placement Plan allocation, please contact Angela Munoz, Deputy Director, Office of Community Development Division, at angela.munoz@dds.ca.gov or (916) 651-6577.

If you have any questions regarding this allocation, please contact RCAllocationUnit@dds.ca.gov.

Sincerely,

Original Signed by:

STEVEN PAVLOV
Chief Financial Officer

Enclosures

cc: Regional Center Controllers
Regional Center Administrators
Regional Center Directors of Consumer Services
Regional Center Directors of Community Services
Amy Westling, Association of Regional Center Agencies
Vivian Umenei, Association of Regional Center Agencies
Pete Cervinka, Department of Developmental Services
Michi Gates, Department of Developmental Services
Carla Castañeda, Department of Developmental Services
Aaron Christian, Department of Developmental Services
Yang Lee, Department of Developmental Services

**Exhibit II Explanation of Items Allocated
FY 2025-26 B-5 Amendment**

Operations (Ops)

Operations

Facility Rent: Allocation of rent and utilities based on regional centers' requests, and discussions with regional centers and approvals by the Department.

ITD/ISO – RC Cyber Maturity PILOT Program: Allocation based on Memorandum of Understanding (MOU) agreements with specific regional centers.

Miscellaneous: Allocation based on agreements with specific regional centers.

Projects

Foster Grandparent/Senior Companion Program: Allocation based on volunteer service years as agreed upon with regional centers.

Service Access and Equity Grant (SAE): Allocation based on Department approvals.

Self Determination Program, Participant Supports: Fund Shift incremental change between regional centers.

Purchase of Services (POS)

Purchase of Services

Community Placement Program (CPP) Community Resource Development Plan (CRDP): Allocation based on Department approvals.

**Fiscal Year 2025-26 B-5 Allocation
Purchase of Services (POS) Summary
Community Placement Plan (CPP)
and Community Resource Development Plan (CRDP)
(Whole Dollars)**

	CPP/CRDP		Total CPP/CRDP
	CPP/CRPD Start-Up	CPP Placement	
Regional Center			
Alta California	\$ 4,940,000	\$ 558,754	\$ 5,498,754
Central Valley	\$ 1,960,000	\$ 860,806	\$ 2,820,806
East Bay	\$ 2,574,782	\$ 314,898	\$ 2,889,680
Eastern L.A.	\$ 2,105,000	\$ -	\$ 2,105,000
Far Northern	\$ 1,350,000	\$ 332,156	\$ 1,682,156
L.A.Cnty/Frank Lanterman	\$ 1,559,068	\$ 294,579	\$ 1,853,647
Golden Gate	\$ 1,650,001	\$ -	\$ 1,650,001
Harbor	\$ 925,000	\$ -	\$ 925,000
Inland	\$ 2,081,458	\$ -	\$ 2,081,458
Kern	\$ 1,585,000	\$ 65,616	\$ 1,650,616
North Bay	\$ 3,736,500	\$ 526,634	\$ 4,263,134
North L.A.	\$ 2,840,000	\$ 471,517	\$ 3,311,517
Orange	\$ 2,800,000	\$ -	\$ 2,800,000
Redwood Coast	\$ 670,000	\$ 100,000	\$ 770,000
San Andreas	\$ 1,640,000	\$ -	\$ 1,640,000
San Diego	\$ 2,599,364	\$ -	\$ 2,599,364
San Gabriel/Pomona	\$ 814,940	\$ -	\$ 814,940
South Central L.A.	\$ 2,150,000	\$ -	\$ 2,150,000
Tri-Counties	\$ 1,100,000	\$ -	\$ 1,100,000
Valley Mountain	\$ 1,865,000	\$ -	\$ 1,865,000
Coastal/Westside	\$ 4,100,000	\$ -	\$ 4,100,000
Total	\$ 45,046,113	\$ 3,524,960	\$ 48,571,073

Fiscal Year 2025-26 B-5 Allocation
Final Revised (06/15/26) Operations (Ops) Summary

	Facility Rent	ITD / ISO – RC Cyber Maturity PILOT Program (MS E5 Security) Yr 1 FY 25/26	Miscellaneous	Foster Grandparent Sr. Companion Prgm Federal Funds + General Funds (Fed & GF)	Service Access and Equity Grant (SAE)	Self Determination Program Participant Supports	Revised Total Non-CPP Operations	Early Intervention Program (EIP)	Revised Grand Total B-5 Allocation (Ops+E/S -EIP)
Regional Center									
Alta California	\$ -	\$ -	\$ 5,192,426	\$ -	\$ -	\$ 3,304	\$ 5,195,730	\$ -	\$ 5,195,730
Central Valley	\$ 477,742	\$ 103,000	\$ -	\$ -	\$ -	\$ 7,008	\$ 587,750	\$ -	\$ 587,750
East Bay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,633	\$ 3,633	\$ -	\$ 3,633
Eastern L.A.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,689)	\$ (3,689)	\$ -	\$ (3,689)
Far Northern	\$ 43,260	\$ -	\$ -	\$ -	\$ -	\$ 1,701	\$ 44,961	\$ -	\$ 44,961
L.A.Cnty/Frank Lanterman	\$ -	\$ 50,000	\$ 122,000	\$ -	\$ -	\$ (1,743)	\$ 170,257	\$ -	\$ 170,257
Golden Gate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,311)	\$ (1,311)	\$ -	\$ (1,311)
Harbor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,123)	\$ (3,123)	\$ -	\$ (3,123)
Inland	\$ 20,660	\$ -	\$ -	\$ -	\$ -	\$ (362)	\$ 20,298	\$ -	\$ 20,298
Kern	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510	\$ 3,510	\$ -	\$ 3,510
North Bay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,268	\$ 1,268	\$ -	\$ 1,268
North L.A.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,747	\$ 5,747	\$ -	\$ 5,747
Orange	\$ 197,917	\$ -	\$ -	\$ -	\$ -	\$ (4,111)	\$ 193,806	\$ -	\$ 193,806
Redwood Coast	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 745	\$ 200,745	\$ -	\$ 200,745
San Andreas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,282)	\$ (4,282)	\$ -	\$ (4,282)
San Diego	\$ -	\$ -	\$ 1,668,432	\$ -	\$ -	\$ (39)	\$ 1,668,393	\$ 299,443	\$ 1,967,836
San Gabriel/Pomona	\$ 440,666	\$ -	\$ -	\$ (42,762)	\$ -	\$ (797)	\$ 397,107	\$ -	\$ 397,107
South Central L.A.	\$ 1,179,978	\$ -	\$ -	\$ -	\$ 130,000	\$ (5,320)	\$ 1,304,658	\$ -	\$ 1,304,658
Tri-Counties	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ (61)	\$ 499,939	\$ -	\$ 499,939
Valley Mountain	\$ 265,000	\$ -	\$ -	\$ 41,000	\$ -	\$ 4,673	\$ 310,673	\$ -	\$ 310,673
Coastal/Westside	\$ 614,616	\$ 60,000	\$ -	\$ -	\$ 100,000	\$ (6,751)	\$ 767,865	\$ -	\$ 767,865
Total	\$ 3,239,839	\$ 213,000	\$ 7,482,858	\$ (1,762)	\$ 430,000	\$ -	\$ 11,363,935	\$ 299,443	\$ 11,663,378

Stephanie Brown - 2026-06-17 13:39:40 UTC
Regional Center of the East Bay

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Purchase of Service

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Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
State of California Department of Developmental Services Contract with RCEB "C-1" Contract Allocation	N/A	Department of Developmental Services and Regional Center of the East Bay	7/1/2026– 6/30/2029	\$82,554,436 OPS Allocation \$1,116,571,438 POS Allocation Total \$1,199,125,874	This contract represents the C-1 contract amendment of the "C" series contract between DDS and RCEB for fiscal year 2026-27 .

**Regional Center of the East Bay
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Date approved by RCEB Board

Operations

Purchase of Service

The following contracts have been reviewed by **Shannon Barnes, Interim Director, Finance and Administration** and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
This contract represents RCEB funding for \$1,500,000 for 10 low income apartments to be reserved for RCEB clients	Ten (10) clients of RCEB.	NDC Rumrill Commons, L.P.	6/30/2025-3/31/2028	RCEB-25-26-1 Amount represented by this contract is \$1,500,000 in Startup funds.	This contract represents Community Resource Development Plan service provider startup funds for the development of three (3) studio apartments, three (3) two-bedroom apartments, and four (4) three-bedroom apartments, for RCEB clients with very low income.



CONTRACT SUMMARY SHEET

Name of Project:

RCEB FY 25-26-1: Rumrill Commons

Summary:

In late 2025, respondents to the RCEB Community Resource Development Plan (CRDP) Needs Survey identified the need for affordable housing.

On September 19, 2025, RCEB submitted the Community Resource Development Plan and Community Placement Plan proposal to the Department of Developmental Services.

On September 30, 2025, the Department of Developmental Services approved funding for RCEB to use \$1,500,000 to support the development of Rumrill Commons (multifamily project) in San Pablo, California, with 10 low-income apartments to be reserved for RCEB households. The funding will support eligible construction costs consistent with DDS Housing Guidelines and Requirements.

Rumrill Commons is an affordable housing development that will include a mix of studio, two-bedroom, and three-bedroom units affordable to households earning between 30% and 80% of Area Median Income (AMI). The project will provide 39 affordable housing units and one manager's unit, for a total of 40 residential units. Of these, 10 units will be reserved for RCEB consumers and their families at 30% AMI. The RCEB-designated units will include three (3) studio apartments, three (3) two-bedroom apartments, and four (4) three-bedroom apartments. At least two units will include roll-in showers to support mobility needs. The project's total development cost of \$35,299,553 will be funded through multiple sources, including City of San Pablo funding, Contra Costa County funding, construction loans, tax credit equity, and DDS funding (\$1,500,000).

Contract Overview:

This is a Start-Up contract with NDC Rumrill Commons, L.P. a California limited partnership ("Owner"), to reserve 10 affordable housing units for RCEB consumers and households.

Location of Facility:

1820 Rumrill Boulevard, San Pablo 94806

Ownership:

NDC Rumrill Commons, L.P. owns the property and is working to develop Rumrill Commons.

History of Company's Operation:

Novin Development Corporation (NDC) is an experienced developer of multifamily housing communities throughout California. In addition to development activities, NDC provides consulting and brokerage services to housing organizations and community partners. The company's mission is to promote socially responsible and environmentally sustainable development while expanding housing opportunities for households across a broad range of income levels. NDC incorporates sustainable building practices and thoughtful design to create communities that are functional, inclusive, and well-integrated into the neighborhoods they serve.

NDC works collaboratively with local governments, housing authorities, nonprofit service providers, and community organizations to develop and preserve affordable housing that addresses local housing needs. The company has experience with new construction, rehabilitation, affordable housing preservation, and permanent supportive housing developments.

Since its founding, NDC has acquired and repositioned more than \$150 million in real estate assets in the Bay Area. The company currently owns and manages approximately 330 apartment units and 90,000 square feet of commercial space, including mixed-use retail properties. NDC focuses on urban infill, mixed-income, and transit-oriented developments that advance both community impact and long-term sustainability goals.

In addition to NDC's owned portfolio, the firm's principals have participated in the acquisition, entitlement, financing, and construction of more than 9,000 multifamily housing units valued at over \$3.5 billion throughout California. NDC has extensive experience partnering with property owners, investors, public agencies, and nonprofit organizations to develop large-scale multifamily housing communities that expand access to affordable housing and supportive services.

Results of the Last QA Review: (Report Attached)

This is not applicable.

Other RCEB-Funded Corporations Owned by the Same Individuals/Entity:

None

Rumrill Commons

San Pablo, CA

Developer:
Novin Development Corp



10

Affordable apartments
reserved for RCEB consumers
and families

Project Overview

Rumrill Commons is an upcoming affordable housing development in San Pablo that will provide homes for individuals and families across a range of income levels. The development is situated in an amenity-rich neighborhood with convenient access to public transportation, shopping, grocery stores, healthcare services, parks, schools, and other community resources. The project will reserve 10 affordable homes for individuals served by RCEB and their families, including studio, two-bedroom, and three-bedroom apartments, with accessible units designed to support individuals with mobility needs.

Frequently Asked Questions

Q: How will individuals learn about these housing opportunities?

A: RCEB will share information about the project with individuals and families served by the regional center through our website, outreach efforts, and communication with support teams as the property approaches lease-up.

Q: What is the process for filling the reserved units?

A: RCEB will collect and maintain a waitlist for the reserved units and will share information about how to join the list as the project approaches lease-up.

Q: Will there be onsite services in the building?

A: The property will have onsite property management and resident services staff. Individuals served by RCEB will continue to receive case management, and individualized services and supports.

Project Details

- **Location:** San Pablo, CA
- **Households served:** individuals, families, and eligible RCEB households.
- **Homes for RCEB households:** three (3) Studio units, three (3) two-bedroom units and four(4) three-bedroom units at 30% AMI
- **Timeline:** Winter 2028 completion

CPP/CRDP HOUSING AGREEMENT

(FY 2026-2027)

(RCEB CRDP FY 2025-2026 #1)

This Community Placement Plan/Community Resource Development Plan (CPP/CRDP) Housing Agreement (this “**Agreement**”), dated for reference purposes as of June 30th, 2026 (the “**Effective Date**”), is entered into by NDC Rumrill Commons LP, a California limited partnership (“**Owner**”), and Regional Center of the East Bay, Inc., a California nonprofit corporation (“**RCEB**”), in accordance with the following facts:

A. The Consumers. RCEB provides services to individuals with developmental disabilities (“the **Consumers**”) in the counties of Alameda and Contra Costa, California.

B. Owner’s Mission. Owner represents and warrants that it has the experience and expertise to develop and manage affordable rental apartments for individuals with special needs, including individuals with developmental disabilities, and that its mission is to provide quality affordable homes and service that empower people and strengthen neighborhoods.

C. The Property. RCEB is working in conjunction with Owner, who holds title in or is under contract to acquire the property located at 1820 Rumrill Boulevard, San Pablo, in the County of Contra Costa, California (“the Property”).

D. The Apartments. Owner intends to develop project site to a new-construction affordable housing development consisting of 40 rental apartments (collectively, the “**Apartments**”). The project will provide 39 units of affordable housing for large family households earning between 30 and 80% Area Median Income. The building will contain 17 studios, 11 two-bedroom, and 12 three-bedroom units.

E. RCEB-Restricted Units. Owner shall provide a set-aside of Ten (10) rental apartments at the Property to Consumers who are Extremely low-income households (as defined by California Health and Safety Code Section 50106) and Very low-income households (as defined by California Health and Safety Code Section 50105) (“**RCEB-Restricted Units**”). The RCEB-Restricted Units shall consist of 3 studios, 3 two-bedroom, and 4 three-bedroom units.

F. CPP/CRDP Guidelines. The California Department of Development Services (“**DDS**”) has published Fiscal Year 2026-27 Housing Guidelines for the Regional Centers Office of Community Development Community Placement Plan and Community Resource Development Plan (the “**CPP/CRDP Guidelines**”). The CPP/CRDP Guidelines include Attachment O entitled, “Multi-Family Housing Proposal Guidelines” (the “**Multi-Family Provisions**”). Owner acknowledges that it has reviewed and understands the CPP/CRDP Guidelines, including the Multi-Family Provisions and all other Appendices thereto. All references in the CPP/CRDP Guidelines to the “NPO” and the “HDO” mean Owner. Owner is responsible for complying with all CPP/CRDP Guidelines applicable to the Property.

G. Housing Proposal; Funding Approval; CRDP Funds. In accordance with the CPP/CRDP Guidelines, RCEB (with Owner's assistance) shall submit a housing proposal to DDS requesting funds for the Property. Specially, Owner intends to use such funds along with other funds to acquire and construct the Apartments, including the RCEB-Restricted Units. DDS's Letter of Conditional Approval (as defined in the CPP/CRDP Guidelines), by which DDS conditionally agrees to fund the housing proposal, is hereinafter referred to as a "**Funding Approval**", and the funds that DDS will provide to RCEB pursuant to the Funding Approval are hereinafter referred to as "**CRDP Funds**"; *provided, however,* notwithstanding anything in this Agreement to the contrary, RCEB shall have no financial or other obligation of any nature with respect to the Property until DDS gives its final approval under the Multi-Family Provisions of the CPP/CRDP Guidelines.

H. Occupancy by Consumers. Prior to the Owner's completion of construction of the Apartments on the Property, Owner is responsible for implementing the marketing, lease-up and assistance with unit design for the RCEB-Restricted Units and for collaborating with RCEB to help encourage each Consumer to receive Independent Living, Supported Living, Housing Support Services and other RCEB-provided services that will promote successful living at the Property in accordance with each Consumer's Individual Program Plan ("**IPP**"). Participation in services is not a requirement of tenancy.

I. Purpose of Agreement. The purpose of this Agreement is to describe RCEB's and Owner's rights and obligations to each other with respect to development and management of the Property and Owner's management of the RCEB-Restricted Units, and the provision of supportive services to Consumers living at the Property, conditioned on RCEB's receipt of Funding Approval and final approval from DDS.

NOW THEREFORE, in consideration of the following mutual covenants, RCEB and Owner agree as follows:

1. The Amount of CRDP Funds. The maximum amount of FY 2026-27 CRDP Funds available for a loan related to the Property is One Million Five Hundred Thousand Dollars (\$1,500,000) (See Exhibit A, attached hereto and incorporated herein) ("**Maximum Amount**"). Owner must ensure the expenditure of all of the CRDP Funds by March 31, 2028, any unspent funds will revert to the State.

2. Uses of CRDP Funds. The CRDP Funds may be used for a loan related to the Property pursuant to a final budget (the "**Final Budget**") which Owner shall submit to RCEB for approval within 15 days after the City of San Pablo Building Department approves the final plans and specifications for the construction of the Apartments on the Property.

2.1 Portion of Costs. The CRDP Funds constitute only a portion of the total estimated cost of \$35,299,553.00 necessary for the acquisition and development of the Apartments at the Property. The application of the CRDP Funds shall be subject to the approval of RCEB and DDS, taking into account requirements and priorities of other funders of the Apartments.

2.2 Compliance with State Administrative Manual. Approval of payment(s) by RCEB and provisions for payment are subject to the terms and conditions which are set forth in

the State Administrative Manual (SAM) requirements for subvention aid contracts, and are limited to those expenses which are designated as acceptable items.

3. Disbursement of CRDP Funds.

3.1 Disbursement; Funding Conditions. Provided the CRDP Funds are expended not later than March 31, 2028, RCEB shall disburse up to the Maximum Amount of CRDP Funds in the form of a 55-year non-amortizing loan to Owner in accordance with the terms of this Agreement. RCEB shall disburse such funds as provided in Section 3.2 below, after (i) RCEB's approval of the Final Budget and (ii) the Owner's execution and delivery of all of the instruments described in Section 11 below. The terms of the loan shall be governed by the DDS Note and DDS Deed of Trust (defined below); if an inconsistency concerning any terms or conditions of the loan exists between this Agreement and the DDS Note or DDS Deed of Trust, the terms of the DDS Note and DDS Deed of Trust shall prevail.

3.2 Escrow. The CRDP Funds earmarked by RCEB for the Property shall be disbursed by RCEB directly to an escrow holder (the "**Escrow Agent**") for the transaction, along with escrow instructions for the Escrow Agent's proper use of such funds. RCEB may elect to disburse its funds by check or wire transfer; *provided, however*, if RCEB elects to provide a check, RCEB shall deliver the check at least 10 days before the closing date of the escrow.

3.3 Disbursement Contingent on Recording of Documents. RCEB's escrow instructions shall provide that the Escrow Agent shall not disburse any CRDP Funds to the Owner or for its benefit until the Escrow Agent records the Regulatory Agreement and DDS Deed of Trust described in Section 11 below and delivers the DDS Note in Section 11 below.

3.4 Delivery of Documents to DDS. In the event that Owner or RCEB receives the original DDS Note, the DDS Deed of Trust, and/or the Regulatory Agreement, such party is responsible for timely delivery of these documents to DDS.

4. Applicability of CPP/CRDP Guidelines. Owner shall at all times comply with the requirements in the CPP/CRDP Guidelines in effect as of the date hereof. Notwithstanding the foregoing, Owner acknowledges and agrees to comply with any reasonable changes or additions to the requirements and obligations in the CPP/CRDP Guidelines that do not materially increase the obligations or liability of Owner.

5. Term. Subject to the provisions in Section 1 above, the term of this Agreement shall commence on the Effective Date and end on March 31, 2028 subject to any earlier termination as provided in this Agreement. However, the termination or expiration of this Agreement shall not affect the continued enforceability of the documents intended to survive its termination as provided in Section 11.

6. Property Development Implementation Plan. Once DDS issues Funding Approval, RCEB and Owner will work collaboratively to ensure the development of the Apartments on the Property and provide for the occupancy of RCEB-Restricted Units by Consumers, based on the needs identified by RCEB, and in accordance with an implementation plan for the development of the Property (the "**Implementation Plan**") submitted to RCEB for approval prior to commencement of construction of the Apartments at the Property. RCEB will be afforded the

opportunity to review the Property Management Agreement for the development. The Implementation Plan will contain all information required by the CPP/CRDP Guidelines. Thus, for example, the Implementation Plan shall (i) specify a process that ensures compliance with all state and local building requirements, including without limitation RCEB's receipt of verification that the project has received all applicable required permits prior to the start of any demolition, construction, or renovation and (ii) contain a detailed financing plan, along with a construction and operations budget containing the information required by the CPP/CRDP Guidelines. Owner shall update and revise the Implementation Plan at RCEB's request.

7. Financial Analysis; Corrective Action Plan. At any time prior to loan closing/escrow funding, RCEB may at any time perform a financial analysis of Owner's financial statements, and Owner shall fully cooperate in such process. Such analysis may include, but not be limited to, a calculation of Owner's debt coverage ratios (including debt to earnings ratio, debt to equity ratio, and EBITDA ratios), cash reserves, working capital and operating margin. If RCEB is reasonably concerned about Owner's financial condition after completing such analysis, based on either current year status or multi-year trends, Owner will reasonably cooperate with RCEB in implementing a corrective action plan to improve Owner's financial condition to RCEB's reasonable satisfaction. If Owner is either unwilling or unable to timely implement such plan to RCEB's reasonable satisfaction, RCEB may terminate this Agreement at any time.

8. Notices to RCEB. Owner shall notify RCEB in writing (i) when the Owner opens the escrow for the construction loan; (ii) when final plans for the Apartments have been entitled by the responsible local agency; (iii) when a construction contract has been entered into by the Owner; (iv) when a Notice of Completion is recorded for construction; (v) when a certificate of occupancy has been issued by the responsible local agency; and (vi) when any construction financing converts to or is replaced by permanent financing. Owner acknowledges that RCEB requires this information to comply with its quarterly and annual reporting duties to DDS under the CPP/CRDP Guidelines and the inclusion of such information in such quarterly and annual reporting shall satisfy the written notice requirements of this Section 8. Notwithstanding anything herein to the contrary, Owner shall not obligate any funds until DDS has given final approval for the Owner to be the NPO for this project and has also approved the proposed Implementation Plan for the Property under Section III.B of the CPP/CRDP Guidelines.

9. Scope of Services. Owner is acting as an independent contractor of RCEB to pursue the interest of Consumers with respect to housing opportunities at the Property. Owner will use its best efforts to design, finance, develop, lease, and manage the Apartments to ensure that RCEB's goal of providing high-quality, affordable and inclusive housing to Consumers is furthered. In addition, Owner shall provide the following services to Consumers which will enable Owner to protect RCEB's interest in the RCEB-Restricted Units over the term of the Agreement: (i) coordinating with RCEB to maximize the initial marketing of the housing opportunity to Consumers; (ii) helping Consumers participate successfully in the application process and leasing of the Property; (iii) collaborating with RCEB to maintain an active waiting list for the RCEB Restricted Units to help Consumers continue to apply for RCEB Restricted Units that become vacant after the initial leasing of the Apartments, and (iv) providing individual housing retention services to Consumers living at the Property to promote their housing stability, or coordinating such services with other vendors.

9.1 Occupancy by Consumers. Owner shall develop and implement a marketing and outreach plan for the lease-up of the Apartments, including the RCEB-Restricted Units. All Consumers ultimately occupying the RCEB-Restricted Units must be identified within RCEB's Community Placement Plan/Community Resource Development Plan. No Consumers shall occupy the Apartments at the Property until the Apartments have received a Certificate of Occupancy by the responsible local agency.

9.2 The Leases. Prior to completion of construction of the Apartments, Owner will coordinate with RCEB to assist Consumers in learning of, applying for, and renting the RCEB-Restricted Units pursuant to individual leases in each Consumer's name (each, a "Lease"). In addition, Consumers may participate in the lottery for other units available at the Property. Owner will also provide housing retention services to the Consumers who enter into a Lease at the Property to enable them to satisfy all of a tenant's responsibilities and enjoy all of a tenant's rights under the Lease. Owner's housing retention services are in addition to any Supported Living Services or Independent Living Services that Consumers living at the Property may require.

10. Lender's Agreement to Provide Notice and Cure Rights.

10.1 Definitions. A "Lender" means an institutional lender or government agency that makes a Loan to the Owner, the proceeds of which are applied to pay the costs of demolition, renovation and development of the Property, and such lender's successors or assigns, and any lender that makes a Loan to refinance any such Loan. A "Loan" means a loan from a Lender to the Owner, secured by the lien of a deed of trust encumbering a Property (the "Deed of Trust").

10.2 Financing Responsibility and Agreement to Subordinate. It is the Owner's sole responsibility to apply for and obtain all Lender financing for development of the Apartments on the Property (including construction financing and permanent financing). RCEB understands and agrees that it may be required to subordinate the DDS Deed of Trust and the Regulatory Agreement as a condition of qualifying for such additional financing. Owner is solely responsible for properly administering all construction funds including, but is not limited to, preparing and submitting applications for funding, executing funding agreements, preparing requests to draw down funds, and preparing all required reports.

10.3 Notice and Cure Agreement. Prior to the Owner incurring a Loan secured by a Deed of Trust encumbering the Property, Owner shall require each Lender to sign, and deliver to RCEB, an Agreement to Provide Notice and Cure rights (the "Notice and Cure Agreement"), unless DDS waives such requirement. The form of the Notice and Cure Agreement shall be the same as the form attached as an exhibit to the CPP/CRDP Guidelines, or such other form agreed to by the parties and DDS. The purpose of such document is to ensure that the Lender will give RCEB and DDS adequate notice and the opportunity to cure any default by the Owner under the Loan. The parties agree to modify the form of the Notice and Cure Agreement if so requested by DDS. RCEB shall submit a signed copy of the Notice and Cure Agreement to DDS within 15 days after the date it is received by RCEB.

11. Delivery and Recording of DDS Documents. Prior to the disbursement of any CRDP Funds, Owner shall sign and (for the documents in Sections 11.1 and 11.3) notarize and

cause to be recorded against the Property, the following documents to evidence the agreement of all the parties that the RCEB-Restricted Units shall be used and occupied by Consumers in accordance with the provisions and restrictions of the CPP/CRDP Guidelines:

11.1 Regulatory Agreement. The Owner shall execute a Regulatory Agreement in favor of DDS (the “**Regulatory Agreement**”). The purpose of the Regulatory Agreement is to ensure that the RCEB-Restricted Units shall be used and occupied only by Consumers in accordance with the provisions and limitations in the CPP/CRDP Guidelines. The parties agree to execute amendments and modifications to the Regulatory Agreement as reasonably requested by DDS, provided that the same do not increase Owner’s liability under the Regulatory Agreement.

11.2 DDS Note. The Owner shall execute a Promissory Note in favor of DDS (the “**DDS Note**”).

11.3 DDS Deed of Trust. The Owner shall execute and notarize a Deed of Trust in favor of DDS (the “**DDS Deed of Trust**”) and cause it to be recorded against the Property. The purpose of such document is to secure the Owner’s obligations to DDS, including the obligations under the Regulatory Agreement.

11.4 Contingencies. The forms of the Regulatory Agreement, DDS Note, and DDS Deed of Trust shall be provided by DDS. The Owner’s review, approval, execution and delivery of the Regulatory Agreement, DDS Note and DDS Deed of Trust is a condition precedent to the validity of this Agreement, for the benefit of both RCEB and Owner.

11.5 Responsibility of Owner. At all times during the ownership of the Property, Owner shall comply with all of the provisions in the Regulatory Agreement, the DDS Note and DDS Deed of Trust and will negotiate any amendments of the DDS documents that may be requested from time to time by DDS, provided that the same do not increase Owner’s liability under any of the documents described in this Section 11.5.

12. Title Insurance. Prior to disbursement of the CRDP Funds, Owner shall obtain a lender’s policy of title insurance in favor of DDS with respect to the Regulatory Agreement and the DDS Deed of Trust. The cost of the lender’s policy may be paid from CRDP Funds.

13. Consequence of Breach; Termination of Agreement; Instruments Remain in Effect. The Regulatory Agreement, DDS Note and DDS Deed of Trust shall survive the termination of this Agreement, and shall only be terminated in accordance with their terms.

14. Future Loan Financing or Refinancing; Subordination of Regulatory Agreement and the DDS Deed of Trust. Subject to DDS’s consent and approval, if the Owner elects to finance a Loan or refinance an existing Loan, then upon the request of the Lender, RCEB will execute a DDS-approved customary agreement (the “**Subordination Agreement**”) to subordinate the Regulatory Agreement and the DDS Deed of Trust to the lien of the Lender’s Loan. The Subordination Agreement or a separate agreement signed by the Lender (such as the Notice and Cure Agreement) shall provide that the Lender will give both RCEB and DDS adequate notice and cure rights if the Owner defaults under its Loan. In addition, the parties anticipate that the Project may be funded by additional loans to the Owner from such other subordinate lenders as the City of San Pablo, County of Contra Costa, and the California Department of Housing and Community

Development, which Lenders and RCEB may enter into an Intercreditor Agreement, the terms of which shall be satisfactory to and approved by RCEB. RCEB will request DDS to sign the Subordination Agreement and/or Intercreditor Agreement, but RCEB shall not have any liability if DDS fails to sign the Subordination Agreement and/or Intercreditor Agreement.

15. Delivery of Each Lender's Deed of Trust to RCEB; Recordation of Request for Notice. Promptly after each Deed of Trust is recorded to secure such Lender's Loan for the Property, Owner shall deliver two conformed copies of each Deed of Trust to RCEB. RCEB requires a copy of each Deed of Trust so that RCEB can record Requests for Notice under Civil Code section 2924b in its favor and in favor of DDS. Forms of the Requests for Notice are attached as exhibits to the CPP/CRDP Guidelines. RCEB shall deliver a conformed copy of the Deed of Trust and Requests for Notice to DDS.

16. Property Management. At all times during Owner's ownership of the Property, Owner shall be responsible for the property management duties required for the maintenance and operation of an affordable housing rental property in good condition and repair and shall take appropriate action if the normal and customary property management duties are not being carried out, including the following (i) when a Consumer vacates a RCEB-Restricted Unit, handling the transition between such Consumer and the next one, (ii) ensuring full occupancy of the RCEB-Restricted Units by qualified tenants, reasonable turnover time expected; (iii) collecting rent and third party rent subsidies and paying all of the normal operating expenses of the RCEB-Restricted Units; (iv) maintaining all required insurance coverages at the RCEB-Restricted Units; (v) promptly notifying RCEB in writing if any insurance required to be maintained is about to lapse; (vi) periodically inspecting the RCEB-Restricted Units and all improvements thereon to insure that they are maintained in good working order and condition; (vii) engaging qualified contractors or qualified personnel to perform those repair and maintenance duties; (viii) promptly notifying RCEB of any physical defects, environmental hazards or violations of law discovered at the RCEB-Restricted Units; and (ix) generally taking all actions appropriate to preserve the Apartments on the Property and to protect its value. Neither the Owner nor RCEB nor DDS shall have any responsibility for paying property management or administration fees. If RCEB determines in its reasonable judgment, that Owner have been ineffective in its property management performance, then RCEB may notify Owner of its findings by a written notice thereof. Within fifteen (15) days after receipt of such written notice, RCEB and Owner shall meet in good faith to consider methods for improving Owner's compliance with the requirements of this Section. If, after a reasonable period as determined by RCEB (but which shall not be less than sixty (60) days following the date of the initial notice described above), RCEB determines that Owner is not operating and managing the Property in accordance with the material requirements and standards of this Section, then RCEB may exercise its rights under Section 27 or Section 28 of this Agreement.

17. Real Property Taxes. Owner shall take all actions necessary in qualifying for the affordable housing exemption from real property taxes (with the understanding that such exemption will not normally apply to assessments, which shall continue to appear on the tax bill).

18. Construction Work.

18.1 Construction of Apartments. Prior to the Owner commencing construction of the Apartments on the Property, Owner shall provide to RCEB for its prior review and approval, which may not be unreasonably withheld, the deliverables set forth in Section 18.2.

18.2 Deliverables. RCEB's obligation to disburse any CRDP Funds shall be conditioned on Owner's delivery to RCEB, and RCEB's approval of, all of the following: (i) overall construction budget for the Apartments on the Property (including a budget for the construction, a budget for onsite and offsite improvements and a budget for the appliances and fixtures); (ii) construction drawings and specifications for the proposed Apartments; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between the Owner and its general contractor, including contractor's fixed price or time and materials bid to perform the construction work on the Property. When the construction work is complete, Owner shall provide evidence to RCEB that the applicable jurisdiction has issued a final Certificate of Occupancy or its equivalent for the Property.

18.3 Manner of Construction; Terms of Construction Contract. The construction contract between the Owner and its general contractor for all Apartments must contain the following provisions: (i) the contractor shall only be entitled to payments based upon performance; (ii) the contractor must provide appropriate conditional and unconditional mechanics lien releases, in accordance with standard construction industry practice, as a condition to its receipt of each installment payment and final payment; and (iii) the Owner will withhold a 5.0% retention, which it shall only disburse to the contractor after the construction or renovation work is completed, a Certificate of Occupancy (or its equivalent) is provided by the local agency (e.g., building inspector), and RCEB has completed its final walk through. Owner shall also include the following statement in each construction contract between the Owner and the general contractor: "*Regional Center of the East Bay is a third party beneficiary of all of [Owner]'s rights under this Agreement.*" RCEB shall have the right to review and approve the construction contract to confirm inclusion of the aforementioned terms and conditions.

18.4 Reasonable Accommodations. Upon the request of a resident, Owner shall make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include preforming structural modifications to housing and non-housing facilities on site where such modifications would be necessary to afford full access to the housing program for qualified individuals with handicaps. In performing structural modifications, Owner is not required to make structural alterations that require the removal or altering of a load-bearing structural member, or take any action that would result in an undue financial and administrative burden for Owner.

18.5 Construction Insurance. Prior to the commencement of Apartments at the Property, Owner shall provide RCEB with evidence that the Owner has secured adequate liability insurance from the contractor and adequate casualty insurance (such as "Builder's All Risk" insurance or another form of casualty insurance reasonably acceptable to RCEB) in an amount approved by RCEB covering the construction of such Apartments, it being understood and agreed that all of such Apartments shall be adequately insured by the Owner immediately upon completion thereof.

18.6 Compliance With Laws. Owner shall be responsible for causing all Apartments to be constructed in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations including complying with prevailing wage labor laws to the extent applicable, and pursuant to a valid building permit, issued by the city or county in which the Property is located, all in conformance with any commercially reasonable construction rules and regulations RCEB may promulgate from time to time.

18.7 Payment and Performance Bond; Alternative Performance Assurances. Prior to the commencement of Apartments at the Property, Owner shall comply with the following obligation: the Owner's compliance with the "alternative performance assurances" described in Section IV (N) of the CPP/CRDP Guidelines. RCEB shall request DDS to waive the Payment and Performance Bond requirement. Nothing herein shall be construed to obligate DDS to waive the bond requirement.

18.8 Timely Development. Owner is responsible and accountable for timely planning and construction of the Apartments so that the Property can be occupied by Consumers pursuant to the terms of, and by the deadlines contained within, the CPP/CRDP Guidelines. Owner is responsible for implementing the approved Marketing and Outreach Plan for the RCEB-Restricted Units so that they may be occupied by qualified Consumers by the time the construction is complete.

18.9 Disbursements; Procedures; No Use of CRDP Funds for FF&E or Developer Fee. RCEB shall disburse CRDP Funds in accordance with the procedures in this Agreement. Eligible expenses include all eligible expenses described in Section VII of the CPP/CRDP Guidelines, or as otherwise approved by DDS, except for all developer fees and furniture, fixtures and equipment, which shall not be paid by the CRDP Funds.

18.10 Monitoring of Plans and Work. RCEB may in RCEB's sole and absolute discretion, monitor the Owner's preparation of the plans and the contractor's performance of the construction work, and Owner shall promptly respond to all inquiries, and cooperate, coordinate, and otherwise comply with RCEB's requests for information about construction means and methods.

18.11 Monthly Updates. On a monthly basis, if not more, during the construction of the Apartments, and at all times upon RCEB's request, Owner shall provide RCEB with an update as to the progress of its work. Updates may include lender construction inspection reports. RCEB shall report such project updates to DDS on a monthly basis and/or as requested by DDS.

18.12 Delivery of Proof of Expenditures; The Owner's Return of Unused Funds. Upon the Owner's completion of the Apartments at the Property, Owner shall provide to RCEB invoices and other evidences of the Owner's costs for such work, including evidence of payment to third parties.

18.13 [deleted]

18.14 Fire Sprinkler; Rooms. Owner shall ensure each of the RCEB-Restricted Units has (i) an operable automatic fire sprinkler system, approved by the State Fire Marshal or

local fire department in compliance with applicable law; and (ii) a private bedroom for each Consumer for units with bedrooms. The studio units will not have separate bedrooms.

18.15 Additional Requirements and Agreements. RCEB reserves the right to require Owner to enter into further agreements with RCEB to address the costs and procedures relating to construction of the Apartments, provided that the same do not increase Owner's liability.

19. Covenant Against Mechanic's Liens. At all times during Owner's ownership of the Property, Owner shall keep the Property free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of the Owner, and Owner shall protect, defend, indemnify and hold RCEB harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Owner shall remove any such lien or encumbrance by bond or otherwise within twenty business days after notice by RCEB, and if the Owner shall fail to do so, RCEB may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and Owner shall reimburse RCEB for any such payments made on behalf of the Owner.

20. Payments of CRDP Funds Generally

20.1 Sole Compensation. Owner acknowledges that Owner's sole compensation for executing and complying with the terms in the Regulatory Agreement, DDS Note and DDS Deed of Trust will be Owner's receipt of the CRDP Funds resulting from DDS's Funding Approval. RCEB makes no representation or warranty, express or implied, whether DDS will issue a Funding Approval for RCEB's housing proposal.

20.2 [deleted]

20.3 General Funding Requirements and Limitations. Owner shall not bill Consumers for services funded under the terms of this Agreement. Upon completion or termination of this Agreement, RCEB funding for a subsequent agreement or period, if any, is not guaranteed, and the decision for such funding is within the discretion of RCEB.

21. Leases. The parties agree as follows with respect to leasing the RCEB-Restricted Units:

21.1 Selection of the Tenants. Owner acknowledges that it does not have any right to pre-select the applicants for the RCEB-Restricted Units. Rather, RCEB and Owner shall diligently seek and support Consumers eligible under RCEB's Community Resource Development Plan to apply for the RCEB-Restricted Units and to successfully complete the Owner's applicant screening process. The final approval of every Consumer's application to the Owner for the RCEB-Restricted Units shall be the sole responsibility of the property management company, using its tenant selection criteria for the Property as modified by any reasonable accommodations made for an individual tenant's disability.

21.2 The Lease Form. Subject to the provisions in Section 21.3 below, RCEB waives the right to approve the form of Lease between the Owner and Consumers. The Owner may use its typical form of lease for affordable housing with the type of financing secured for the

Apartments. Owner shall be responsible for educating and informing RCEB and Consumers (both applicants and tenants) of the landlord and tenant rights and responsibilities under the Owner's form of Lease, and for supporting individual Consumers to satisfy their tenant responsibilities and enjoy the full benefit of their tenant rights.

21.3 Specific Restrictions on Owner's Leasing of the RCEB-Restricted Units.

Owner shall comply with the following restrictions on the leasing of RCEB-Restricted Units and immediately notify RCEB of any actions to: (i) lease, sublease or license any rights in the RCEB-Restricted Units to any party other than the Consumers referred by RCEB; (ii) set the amount of the initial rent or thereafter increase the rent for the RCEB-Restricted Units in excess of an Affordable Rent (as defined by California Health to Safety Code Section 50053(b)) for Consumers who are Extremely low income households (as defined by California Health and Safety Code Section 50106) and Very low income households (as defined by California Health and Safety Code Section 50105); (iii) terminate a Consumer's Lease for any reason other the Consumer's breach of the Lease or abandonment of the unit; or (iv) unreasonably hinder a service provider in providing services to the Consumers residing at the Property.

21.4 Notification of Delinquencies. As soon as Owner becomes aware of any delinquent rent payments under a Consumer's Lease, or any other monetary or non-monetary default by either party under a Consumer's Lease, with Consumer's permission, Owner shall promptly notify RCEB of such fact in writing. To help ensure each Consumer gives permission to Owner to make such disclosure, at the time of the initial lease signing, Owner shall present all Consumers with a consent form that gives Landlord, Owner and each of their agents and representatives permission to immediately notify RCEB in writing as soon as Tenant becomes delinquent in the payment of rent or any other monetary or non-monetary obligation under this Lease. Owner shall encourage Consumers to sign the consent form.

21.5 No Obligation of RCEB and DDS. Nothing in this Agreement shall be construed as obligating RCEB or DDS to pay the rent or any other financial obligation owed by a Consumer under any Lease.

22. Reserve Account. Due to the nature of the Project, RCEB waives the right to require the Owner to maintain a reserve account in compliance with the CPP/CRDP Guidelines. However, if the Owner maintains a reserve account to comply with the requirements of any third party lender or governmental entity, then at least annually, and more often if requested by RCEB, Owner shall provide a reserve report to RCEB, as well as any other information requested by RCEB, so that (i) RCEB can timely certify to DDS that, to RCEB's best knowledge, the interior, exterior, and any detached structures of the Property are in good working condition and properly maintained, and that there is no threat to the health, welfare, and safety of Consumers living at the Property, or staff or visitors, and (ii) RCEB can file its annual CPP/CRDP Housing Report with DDS as required by the CPP/CRDP Guidelines (the "**Reserve Report**"). The Reserve Report shall (i) estimate the remaining useful life of capital improvements at the Property, (ii) estimate the amount of funds reasonably needed to timely replace such capital improvements, (iii) state the total amount in the reserve account applicable to the Property, and (iv) list all expenditures from the reserve account during the prior 12 month period applicable to the Property.

23. Assignment. Owner shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of RCEB, which may be withheld in its sole and arbitrary discretion. If RCEB consents to an assignment, the assignee shall execute an instrument prepared by RCEB in which the assignee assumes and agrees to be bound by all of the terms and conditions under this Agreement for the express benefit of RCEB. The transfer of control of the ownership of the Owner to any third party (or if Owner creates a single member LLC, the addition or substitution of a member to such LLC) shall constitute an assignment which requires RCEB's consent hereunder. Notwithstanding the foregoing, Owner is hereby permitted to assign this Agreement to a different California limited partnership (the "**Partnership**"), so long as (i) Owner (or its affiliates) represent and warrant to have decision-making control over the Partnership's general partner; and (ii) Owner assigns the DDS Note, DDS Deed of Trust, and Regulatory Agreement to the Partnership (to the extent signed by Owner), in which case Owner shall be released from all obligations under this Agreement.

24. Independent Contractor. Owner and its agents and employees, in the performance of this Agreement, shall act at all times in an independent capacity. Owner and its agents and employees are not officers, employees or agents of RCEB. Owner acknowledges that it will not accrue any employee benefits from RCEB nor will RCEB be responsible for withholding or paying any amount of workers' compensation, disability insurance or any tax of any kind for Owner. Owner is free to act as independent contractors for others. Owner is not an agent for RCEB, and Owner shall not have the authority to execute any agreement on behalf of RCEB to incur any liability or indebtedness of any kind or nature in the name of or on behalf of RCEB, or to otherwise contractually bind RCEB in any manner.

25. Insurance. At all times during Owner's ownership of the Property, Owner shall purchase and maintain, throughout the term of this Agreement, (i) worker's compensation insurance in the amount required by California law, (ii) automobile liability insurance, (iii) and such other coverage that shall be reasonably requested from time to time by RCEB. In addition, Owner shall purchase and maintain throughout the term of this Agreement (i) property and casualty insurance for the Property, and (ii) commercial and general liability insurance in the amount of not less than \$1,000,000 per claim or \$2,000,000 in the aggregate for the Property, on an occurrence basis, during the period of this Agreement; provided, however, RCEB reserves the right to increase the liability limit under such insurance policy on not more than once during any three year period during the term of this Agreement, based on advice by its insurance broker(s) and commercially reasonable practices, provided that such increased limit is available on commercially reasonable terms. The commercial general liability insurance shall include endorsements for premises and operations liability and for broad form contractual liability. Insurers who are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide shall issue all insurance policies. All insurance policies (other than the workers' compensation policy) shall be endorsed to name "*Regional Center of the East Bay*" and the "*State of California Department of Developmental Services*" as an additional insured during the term of this Agreement, and Owner shall provide to RCEB a true and correct copy of the Named Additional Insured Endorsements on the Effective Date for the Property. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless RCEB is provided at least 30 days' prior written notice thereof. Owner shall also provide to RCEB a Certificate of Insurance annually, which certifies the existence of the insurance required under this Agreement. To the extent these provisions are not the same as the provisions

in the Deed of Trust regarding insurance, Owner shall comply with those provisions that most broadly protect RCEB.

26. Indemnification. The parties agree as follows with respect to indemnification:

26.1 Indemnification of RCEB. To the extent permitted by law, Owner shall indemnify, defend, and hold harmless RCEB and its representatives, officers, directors, agents, consultants and employees and their respective successors and assigns, including but not limited to the State of California and its agents and employees (collectively referred to as the “**RCEB Indemnified Parties**”), from any and all losses, costs, expenses, (including but not limited to reasonable attorney’s fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) death or injury to people or damage to property in connection with the negligent or willful acts, errors or omissions of Owner or any of its employees, agents, consultants or anyone employed by Owner to act on its behalf, (b) claims under workers’ compensation laws or other employee benefit laws by Owner’s or its agents or employees, (c) Owner’s failure to fulfill its obligations under this Agreement (including the documents incorporated by reference herein) in strict accordance with its terms, including Owner’s breach of any representations or covenants given in this Agreement, or (d) violation of any local, state, or federal law, regulation or code by Owner or by any of its respective employees, agents, consultants or subcontractors in connection with the conduct of its activities performed in connection with this Agreement. Notwithstanding the foregoing, Owner shall not be required to indemnify, defend or hold harmless any RCEB Indemnified Party to the extent such loss is solely caused by the active negligence or willful misconduct of such RCEB Indemnified Party.

26.2 Assumption of Defense. Owner shall assume the defense, at its sole expense, and with legal counsel acceptable to RCEB, of any claims or litigation as to which Owner has an indemnification obligation hereunder; RCEB shall cooperate with Owner and its counsel in the defense of any such claims, provided, however, that any reasonable out of pocket costs or expenses associated with such cooperation shall be reimbursed by Owner. If Owner fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, the RCEB Indemnified Parties will have the right to assume their own defense, and Owner will reimburse the RCEB Indemnified Parties for any and all reasonable expenses (including, but not limited to attorney’s fees) incurred in defense of such claims or litigation, in addition to Owner’s other indemnity obligations thereunder. Owner shall control the defense and settlement of any claim; provided, however, if Owner fails to promptly assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, RCEB shall have such control.

26.3 Indemnification of Owner. To the extent permitted by law, RCEB shall indemnify, defend, and hold harmless Owner and its representatives, officers, directors, agents, consultants and employees and their respective successors and assigns (collectively referred to as the “**Owner Indemnified Parties**” and, together with the RCEB Indemnified Parties, the “**Indemnified Parties**”), from any and all losses, costs, expenses, (including but not limited to reasonable attorney’s fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) the active negligence or willful misconduct of RCEB, or (b) violation of any local, state, or federal law, regulation or code by RCEB or by any of its respective employees, agents, consultants or subcontractors in connection

with the conduct of its activities performed in connection with this Agreement. Notwithstanding the foregoing, RCEB shall not be required to indemnify, defend or hold harmless any party with respect to the active negligence or willful misconduct of any Owner Indemnified Party.

26.4 Survival of Provisions. The indemnities set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against all of the Indemnified Parties on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

27. Breach; Remedies.

27.1 If a party (the “**Complainant**”) asserts that a violation of the provisions of this Agreement has occurred, it shall so inform the other party (the “**Breaching Party**”) in writing, stating the nature of such violation in detail (the “**Notice of Default**”) and giving the Breaching Party 30 days from receipt of such notice to cure such breach or failure. If the Breaching Party does not then cure the default within such 30-day period (or, if the default is not susceptible of cure within such 30-day period, the Breaching Party fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Complainant shall be entitled to terminate this Agreement (as provided below) as well as pursue any other rights afforded it in law or in equity (subject to the provisions below).

27.2 If the Complainant is RCEB, then RCEB may (i) withhold all or part of the unremitted CRDP Funds it may owe under this Agreement or under any other agreement between RCEB and Owner, until satisfactory corrective measures are taken by Owner; (ii) perform the task itself and at Owner’s expense; and/or (iii) terminate this Agreement without further notice if Owner fails to timely cure the violation described in the Notice of Default.

27.3 If the Complainant is Owner, then Owner may terminate this Agreement if RCEB fails to timely cure the violation described in the Notice of Default, and obtain recovery of its actual damages as its sole and exclusive remedy, subject to the limitations in Section 30 below.

27.4 If (i) the Owner fails to perform its obligations for the timely development of the Property, or (ii) after the Apartments are completed, the Owner ceases to enforce the conditions for occupancy by Consumers (other than as the result of a temporary cessation of use of the housing by Consumers due to casualty, or condemnation or lack of Consumer referrals from RCEB), then in addition to all of the other remedies available to RCEB hereunder or otherwise available at law or in equity, RCEB shall have the right to require immediate repayment of all CRDP Funds which RCEB had previously disbursed relating to such Property. In such event, Owner shall be obligated to repay all such funds to RCEB within 30 days following its receipt of a demand therefor from RCEB.

27.5 Notwithstanding any provisions in this Section 27 to the contrary, if RCEB has clear and convincing evidence of misconduct by Owner or its agents or employees that results in imminent danger to the health or safety of any Consumer, RCEB shall have the right and option to declare that Owner has committed a non-curable default. Circumstances which may constitute imminent danger to consumer health and safety include, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, client abandonment or neglect, theft of a Consumer’s money

or property, violation of a Consumer's rights under the law, placing Consumers in physical danger, or any other circumstance that may bring potential physical or emotional harm to the Consumer. If any of the foregoing occur, RCEB may terminate this Agreement with 5 days written notice to Owner, subject to the provisions in Section 13 above.

27.6 A default by Owner under this Agreement shall, at RCEB's option, constitute a default by Owner under any other agreement between the parties. A default by Owner under any other agreement shall, at RCEB's option, constitute a default by the Owner under this Agreement.

28. Consequences of Termination. Upon the termination of this Agreement as a result of Owner's breach, Owner shall, immediately on request of RCEB, do all of the following: execute all documents and perform all other acts reasonably requested by RCEB to ensure a smooth transition of all of Owner's rights and responsibilities under this Agreement to the successor organization chosen by RCEB.

29. Specific Performance. The parties acknowledge that a breach of this Agreement by Owner will result in significant damages to RCEB, which are impossible or extremely difficult to determine, and that monetary damages would be an inadequate remedy for such breach. Further, Owner's failure to comply with these provisions could jeopardize the health and safety of RCEB's Consumers. As such, the parties agree that RCEB has the right to specifically enforce Owner obligations under this Agreement. Thus, RCEB may obtain a temporary restraining order, preliminary injunctive relief and permanent injunctive relief to require Owner to perform its obligations to RCEB, including but not limited to its obligation to execute all documents and perform all acts reasonably requested by RCEB to replace Owner with a successor organization chosen by RCEB.

30. Limitation on RCEB's Liability. Notwithstanding any provision to the contrary contained in this Agreement, RCEB's liability hereunder shall be limited to an amount equal to the lesser of \$250,000 or the aggregate dollar value of all CRDP Funds then previously received by the Owner under the terms of this Agreement. In addition, and again notwithstanding any provision to the contrary contained in this Agreement, in no event shall RCEB or any of its partners, subpartners or any of their respective officers, agents, servants, employees, and independent contractors be liable under any circumstances for injury or damage to, or interference with, Owner's business, including but not limited to, consequential damages, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

31. Books, Records and Other Information; Audits.

31.1 Delivery of Documents and Information. Upon RCEB's request, Owner shall promptly deliver to RCEB all information and documents relating to Owner or the Property that RCEB so requests, including but not limited to Owner's organizational documents, IRS approval of the Owner's 501(c)(3) status (if applicable), a current Certificate of Good Standing from the California Secretary of State, a list of current officers and board members, applicable corporate resolutions authorizing the signatory(ies) of this Agreement to sign this Agreement and other contracts relating to the Property, employee resumes and background experience,

certifications, budgets, financial statements, construction cost audit, and other information relating to the Property. RCEB must obtain such information and documents to comply with the CPP/CRDP Guidelines, so Owner shall provide such information and documents to RCEB for the Property on request.

31.2 Maintenance of Books and Records. Owner shall maintain and preserve, until three years after the service has been performed, any pertinent books, documents, papers, and records relative to this Agreement. Owner shall maintain audited financial records in accordance with generally accepted accounting principles, consistently applied.

31.3 Record Inspection and Audit. RCEB shall have the right to review and inspect all of Owner's records regarding services provided under this Agreement, in accordance with the provisions in California Code of Regulations (Title 17, Part II, Chapter 1, subchapter 6 and subchapter 18). An audit of Owner's records pertaining to this Agreement may be made by RCEB or any other third party authorized to conduct such an audit, for a period of three years after the termination of this Agreement. All audits will be conducted according to Title 17 regulations. Owner will be informed of the audit in writing and will be given a written report on the results of the audit once it is completed. Owner has the right to appeal any findings resulting from an audit. The specific appeal procedure will be communicated to Owner at the time the audit is announced.

31.4 The Owner's Reviews and Audits. This Section 31.4 shall only apply if all payments the Owner cumulatively receives from RCEB and other regional centers during the Owner's fiscal year (as determined on the commencement date of this Agreement) equals or exceeds \$500,000. Owner shall take the following actions:

31.4.1 The Owner shall, at the Owner's cost, cause an independent Certified Public Accountant to annually provide (i) an independent audit of the Owner's financial statements (or, if the Owner qualifies based on the terms in the statute, an independent review report in lieu of an audit); and (ii) a copy of either the annual audit results (the "**Audit Report**") or the review results (the "**Review Report**") to RCEB.

31.4.2 If the Owner engages an independent Certified Public Accountant to review (but not audit) the Owner's financial statements, (i) the review shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(e); and (ii) the Review Report shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f).

31.4.3 The Owner shall commence the independent audit or review within 120 days after the end of the Owner's fiscal year. The Owner shall complete the audit or review within 9 months after the end of the Owner's fiscal year and provide RCEB with audited financial statements within 120 days of the fiscal year end.

31.4.4 In accordance with Welfare and Institutions Code Section 4652.5(b), the Owner shall provide copies of the independent Audit Report or Review Report to RCEB within 30 days after completion of the audit or review.

31.4.5 If RCEB believes that any issues identified in the Audit Report or Review Report have an impact on services the Owner provides to RCEB's Consumers, RCEB will

so notify the Owner and provide the Owner with 30 days to resolve such issues. The Owner's failure to resolve such issues to RCEB's reasonable satisfaction within such 30-day period shall constitute a material breach of this Agreement. As a result of such uncured breach, RCEB may, among its other remedies, terminate this Agreement.

32. The Funding Contingency. Notwithstanding anything in this Agreement to the contrary, RCEB's obligation to remit funds under this Agreement is conditioned on RCEB's receipt of adequate funds from DDS to pay for such costs (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because RCEB's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. RCEB shall therefore have the right and option to terminate this Agreement on 60 days' notice to Owner, without liability, and such termination shall be deemed a failure of the Funding Contingency, if DDS for any reason fails to deliver the CRDP Funds. If there is a failure of the Funding Contingency, then (i) RCEB shall have no liability to pay funds to the Owner under this Agreement or to furnish any other consideration under this Agreement and (ii) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement).

33. Non-Discrimination. Neither party to this Agreement shall discriminate against any employee or applicant for employment on account of age, genetic information/characteristics, marital status, medical condition (including cancer or record or history of cancer), or AIDS/HIV status, mental or physical disability, national origin and ancestry (including language use restrictions), pregnancy/perceived pregnancy, sex/gender including: gender identity or gender expression (this includes transgender status and those who are transitioning or have transitioned), race and color, religion, sexual orientation and military and veteran status.

33.1 Employee Rights. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2 Administration, Division 4.1 Department of Fair Employment and Housing) and the provisions of Article 9.5, Chapter 1 (Government Code, Sections 11135-11139.5). Owner shall permit access by representatives of the Department of Fair Employment and Housing, and RCEB, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as DDS or RCEB shall require to ascertain compliance with this clause. Owner shall give written notice of its obligations under this clause to labor organizations.

34. HIPAA Compliance. Under this Agreement, "**HIPAA**" means the federal Health Insurance Portability and Accountability Act (Pub. L. No. 104-191), the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Owner may have access to "protected health information," including but not limited to "individually identifiable health information,"

and is therefore a “Business Associate” as those terms are defined in HIPAA. As such, concurrently with its execution of this Agreement, Owner shall execute the “*Business Associate Agreement – Contractor*” attached to this Agreement and incorporated herein as Exhibit C (together with that California Public Records Act Business Associate Addendum, attached to this Agreement and incorporated herein as Exhibit D).

35. Copyrights And Patents. To the extent any of Owner’s activities result in the invention or development of copyrightable materials, the State of California has the right to freely manufacture, reproduce, publish, use and/or distribute all inventions and copyrightable materials which were developed by or for Owner using funds provided by the State of California. To the extent applicable, Section 14 of Article I of the Regional Center Master Contract between RCEB and the State of California is incorporated herein by this reference.

36. Cooperation; Adequate Staffing. Owner shall meet as often as RCEB determines necessary and shall work collaboratively with any RCEB staff regarding the renovation and development of the Property. Owner agrees that it will supply staff sufficient in numbers to satisfactorily carry out the terms of this Agreement.

37. Compliance with Law. Owner shall at all times comply in all material respects with all local, California and Federal statutes, laws, and regulations applicable to them, and shall render services in accordance with the applicable provisions of all laws (including but not limited to Welfare and Institutions Code, Division 4.5, Services for the Developmentally Disabled [Lanterman Developmental Disabilities Services Act], and Calif. Code of Regs. Title 17, Division 2, Health and Welfare Agency [Department of Developmental Services]). Any provisions of this Agreement that conflict with any law is hereby amended to conform to the provisions of those statutes and regulations. Such amendments to the Agreement shall be effective on the effective date of the statute or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing or expressly agreed to by the parties. No provision of this Agreement shall not be construed to excuse compliance with all applicable laws.

38. Permits and Licenses. Owner and its employees and agents shall secure and maintain throughout the term of this Agreement, any and all valid permits and licenses as required by law for the execution of the services described in this Agreement.

39. Zero Tolerance Policy For Consumer Abuse And Neglect. Owner shall ensure all of its employees are fully informed upon hire, and annually thereafter, about RCEB’s Zero Tolerance Policy for Abuse or Neglect, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3). A hyperlink to such policy is posted on the transparency section of RCEB’s website at: <https://www.rceb.org/sites/main/files/file-attachments/zerotolerancepolicy.pdf>. Any Owner employee or agent who fails to report Consumer abuse or neglect may be subject to penalties defined in law (WIC, section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a Consumer, Owner shall take immediate action to protect the health and safety of the involved Consumer and all other Consumers. Owner shall ensure its staff have knowledge of the signs of Consumer abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing

to follow the law or adhere to RCEB's Zero Tolerance Policy. Owner's failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

40. Drug-Free Workplace. During the term of this Agreement, Owner shall maintain and enforce a drug-free workplace policy. Neither Owner or its employees shall unlawfully manufacture, distribute, dispense, possess or use "controlled substances" (as defined in 21 U.S.C. Section 812), at any of its facilities or work sites. Violation of this provision shall constitute a material breach of this Agreement.

41. Attorney's Fees. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree, shall pay the attorneys' fees and costs of the prevailing party (including, without limitation, such costs, expenses and fees on any appeal), and if such prevailing party shall recover judgment if any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

42. Severability. If any provision of the Agreement is held to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall remain in full force and effect.

43. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and it supersedes all prior agreements, contracts, representations and understandings of the parties, either oral or written, relating to the subject matter of this Agreement, including any other housing agreements to the extent they concern housing intended to be paid for in full or part with DDS Community Resource Development Plan funds. In addition to the foregoing, the parties may enter into start-up contracts and other agreements in the future relating to matters covered by this Agreement; in such event, (i) such contracts and agreements shall remain subject to the terms of this Agreement and (ii) if any inconsistency exists between such contracts and agreements and this Agreement, the terms of this Agreement shall govern. If any part of this Agreement is in conflict with the Regulatory Agreement, the Regulatory Agreement supersedes this Agreement.

44. Amendment. No supplement, modification, understanding, verbal agreement, or amendment of this Agreement shall be binding unless executed in writing by RCEB and Owner.

45. No Waiver. No waiver by RCEB of Owner breach of any provision of this Agreement shall constitute a waiver by RCEB in the future of the same or any other subsequent breach by Owner. RCEB's failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No custom or practice that may develop among the parties in the course of administering this Agreement shall be construed to waive any party's right to insist upon the strict performance by the other party of any obligation in the Agreement. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

46. Address for Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) mailed by a nationally recognized overnight mail carrier or certified or registered mail, postage prepaid, to the parties at

such address as each of them, by notice to the other, may designate from time-to- time, or (iii) delivered by e-mail to such addressee(s) as each of them, by notice to the other, may designate from time-to- time. Any written document will be deemed delivered either (a) on the day of the delivery in person, (b) the next business day if delivered by overnight carrier, (c) two business days after the mailing of such document by certified or registered mail or (d) when delivered by electronic mail transmission during normal business hours of a business day (provided that any email delivered after 4:00PM shall not be considered delivered until the next business day). All notices shall be addressed as follows:

To RCEB:

Regional Center of the East Bay
Attn: Steve Robinson,
Director, Community Services
500 Davis Street
San Leandro, CA 94577
Email: srobinson@rceb.org and
vendorization@rceb.org

To Owner:

NDC Rumrill Comons, LP,
Attn: Iman Novin,
President & CEO, Novin Development Corp.
1990 N. California Blvd. STE# 1060
Walnut Creek, CA 94596
Email: novin@novindevelopment.com

or to such other address as either party may designate to each other in accordance with the provisions of this section.

47. Further Assurances. The parties acknowledge that this Agreement reflects a new housing model for Consumers in California, and it is therefore not possible to precisely identify all matters that should be addressed by this Agreement. As such, Owner agrees to enter into amendments to this Agreement which do not materially increase its obligations hereunder at the request of RCEB from time to time, to further reflect and refine the parties' rights and obligations. Owner shall also take all actions and execute all documents necessary or appropriate to perform its obligations hereunder.

48. No Liability by State of California. Any and all funding from the State of California (the "State") used by RCEB in the performance of its obligations under this Agreement is subject to appropriation in the annual California State Budget Act by the State Legislature. Thus, (i) this Agreement is subject to termination without further liability if funding is not appropriated for these purposes by the State Legislature; (ii) RCEB does not act as an agent of the State; (iii) RCEB does not have the authority to commit State funding under this Agreement unless funds are appropriated to it by the State Legislature, either in the State Budget Act or otherwise; and (iv) the State is not a party to this Agreement and provides no assurances or commitments as to the availability of State funding during any portion of the term of this Agreement.

49. Time of the Essence. Time is the essence with respect to the obligations under this Agreement.

50. California Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California. The venue for any action filed to enforce or interpret this Agreement shall be in San Leandro, California.

51. Counterparts; Delivery. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

Executed in Walnut Creek, California, as of the date first written above.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO

Exhibits:

Exhibit A: DDS Approval

Exhibit B: Multifamily Budget

Exhibit C: Business Associate Agreement

Exhibit D: California Public Records Act Business Associate Agreement Addendum

Exhibit A

(DDS Approval)



PETE CERVINKA
DIRECTOR

State of California—Health and Human Services Agency
Department of Developmental Services
1215 O Street, Sacramento, CA 95814
www.dds.ca.gov



GAVIN NEWSOM
GOVERNOR

October 23, 2025

Rebecca Nanyonjo, Executive Director
Regional Center of the East Bay
500 Davis Street, Suite 100
San Leandro, California 94577

Dear Ms. Nanyonjo:

Approval of Fiscal Year (FY) 2025–26 Community Placement Plan (CPP)/Community Resource Development Plan (CRDP)

The Department of Developmental Services (Department) is pleased to inform you of the approval of a project submitted under Regional Center of East Bay's (RCEB) FY 2025–26 CPP/CRDP. Details of the approved project are as follows:

RCEB-2526-1

The Department authorizes RCEB to use up to \$1,500,000 in FY 2025–26 CRDP Acquisition Start-Up funds to develop the Rumrill Commons project by Novin Development, to be located at 1820 Rumrill Boulevard, San Pablo, California 94806. This project will include 40 units, with 10 units set aside for individuals with intellectual and developmental disabilities. The 10 units will consist of three studio units, three two-bedroom units, and four three-bedroom units, all at 30 percent Area Median Income. RCEB will not alter any portion of its proposed use of the Start-Up funds without prior written approval from the Department.

Should you have any questions or require further clarification, please contact John Paul Pascual, Office of Community Development, at (916) 654-3340 or via email at johnpaul.pascual@dds.ca.gov.

Sincerely,

ANGELA MUNOZ
Assistant Deputy Director
Office of Community Development

cc: Steve Robinson, Regional Center of the East Bay
Heather Jacobs, Regional Center of the East Bay
Jeff Nagafuji, Regional Center of the East Bay
Julia Kim, Department of Developmental Services
Nekea Soomal, Department of Developmental Services
Murphy Martinenko, Department of Developmental Services
Tracy Thach, Department of Developmental Services

Exhibit B

Multifamily Development Budget –

Construction Period Sources

Lien #	Loan Type	Lender	Construction Amount
1	Construction Loan - Tranche A	TBD	\$ 18,926,926
2	Construction Loan - Tranche B	TBD	\$ 4,599,324
3	City Land Donation	City	\$ 2,064,750
4	City of San Pablo Purchase Money Note	City	\$ 935,250
5	Deferred Impact Fees	City	\$ 397,992
6	City of San Pablo Loan	City	\$ 1,000,000
7	City of San Pablo - Existing Capital Improvements	State	\$ 73,001
8	Contra Costa County - Measure X	Contra Costa County	\$ 2,500,000
9	Contra Costa County - PLHA	Contra Costa County	\$ 1,650,000
10	East Bay Regional Center	CRDP	\$ 1,500,000
11	GP Equity (from non-cash dev fee)		\$ 100
12	Tax Credit Investor Proceeds		\$ 1,652,210
13	Deferred Developer Fee		\$ -
Total Sources			\$ 35,299,553
Total Development Costs			\$ 35,299,553

Exhibit C

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”), effective as of June 30th, 2026, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit public benefit corporation (“**RCEB**”), and NDC Rumrill Commons LP, a California limited partnership (“**Owner**”). Owner and RCEB are each referred to herein as a “**Party**,” and collectively, the “**Parties**.” The Parties enter into this Agreement in accordance with the following facts:

A. RCEB arranges for the provision of services to individuals with developmental disabilities (“**Consumers**”). In providing its services, RCEB acts as a Business Associate of the California Department of Developmental Services (“**Covered Entity**”). As a necessary part of arranging services to Consumers served by Covered Entity, RCEB may have access to Protected Health Information (“**PHI**”) as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), and its Privacy and Security Rules.

B. Owner is, or desires to be, vendorized by RCEB to provide services to RCEB’s Consumers. Once Owner is vendorized, RCEB may elect to enter into one or more agreements with Owner (each, a “**Service Provider Agreement**”) to provide specific services to specific Consumers.

C. Under each Service Provider Agreement, it is anticipated that Owner may receive and use PHI from and related to RCEB’s Consumers.

D. The purpose of this Agreement is to comply with the requirements of HIPAA, its associated regulations (45 CFR Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), as these laws may be amended, as well as any state law(s) or regulation(s) governing the privacy and security protections of confidential information created or received by Owner pursuant to each Service Provider Agreement.

In consideration of the following mutual covenants, the Parties therefore agree as follows:

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA and its Privacy and Security Rules.

2. **OBLIGATIONS AND DUTIES OF Owner.**

2.1 **General.** Owner agrees not to use or disclose any Consumer’s PHI other than as permitted or required by this Agreement or by applicable law.

2.2 **Safeguard.** In accordance with 45 CFR Part 164, Subpart C and 45 CFR §164.314(a)(2)(i)(A)&(B), Owner agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of any Consumer’s PHI, including Electronic PHI other than as provided for by this Agreement.

2.3 Standard Transactions. Under HIPAA, the US Department of Health and Human Services has adopted certain standard transactions for the electronic exchange of health care data (“**Standard Transactions**”). If Owner conducts any Standard Transactions on behalf of Covered Entity or RCEB, Owner shall comply with the applicable requirements of 45 C.F.R. Parts 160-162. Owner acknowledges that as of the effective date of this Agreement it may be civilly and/or criminally liable for failure to comply with the safeguards, policies, and procedure requirements, or any of the use and disclosure requirements, established by law.

2.4 Mitigation. Owner agrees to mitigate, to the extent practicable and appropriate, any harmful effect that is known to Owner of a use or disclosure of PHI by Owner in violation of the requirements of this Agreement.

2.5 Agents; Subcontractors. Owner agrees to ensure that its agents, including any subcontractor, to whom it provides PHI received from, or created or received by Owner on behalf of Covered Entity or RCEB, agrees to the same restrictions and conditions applicable to Owner with respect to such information.

2.6 Access to PHI by Covered Entity, RCEB or Consumer. Consumers have a right to access their PHI in a designated record set. A “**Designated Record Set**” is defined at 45 CFR 164.501 as a group of records maintained by or for a Covered Entity that comprises the (i) medical records and billing records about Consumers maintained by or for a Covered Entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) other records that are used, in whole or in part, by or for the Covered Entity to make decisions about Consumers. The term “**record**” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity. If applicable, and upon request by Covered Entity or RCEB, Owner agrees to provide access to Covered Entity, RCEB or to a Consumer as directed by Covered Entity or RCEB, the PHI in a Designated Record Set within fifteen (15) days in order to meet the requirements under 45 C.F.R. section 164.524. In addition, as of the effective date of this Agreement, with respect to information contained in an Electronic Health Record, Owner will provide access to such records in electronic format.

2.7 Amendments to PHI. If applicable, Owner agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity or RCEB pursuant to 45 C.F.R. section 164.526, and as requested by the Covered Entity, RCEB or a Consumer, within fifteen (15) days of receipt of a request. Any denials, in whole or in part, of requested amendments shall be made by Owner in accordance with 45 C.F.R. section 164.526.

2.8 Audit. Owner agrees that the Secretary of the Department of Health and Human Services (the “**Secretary**”) shall have the right to audit Owner’s internal records, books, policies, and practices relating to the use and disclosure of PHI received from, or created or received by Owner on behalf of Covered Entity or RCEB, in a time and manner agreed to by the Parties, or as otherwise designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Privacy Rule.

2.9 Documentation of Disclosed Information. Owner agrees to document disclosures of PHI, and information related to such disclosures (collectively, “**Disclosed**

Information”), as would be required for Covered Entity or RCEB to respond to a request by Consumer for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528, as amended from time to time. Owner hereby agrees to take reasonable steps to enable it to comply with the requirements of this section and to notify RCEB of any such requests. Owner shall promptly notify RCEB of the existence of any Disclosed Information.

2.10 Disclosure Accounting; Retention. Owner agrees to provide Disclosed Information to Covered Entity, RCEB or to Consumer at Covered Entity’s or RCEB’s request, within fifteen (15) days of such request, in order to permit Covered Entity to meet its obligations in accordance with 45 CFR section 164.528. Owner shall maintain Disclosed Information for six (6) years following the date of the event or incident to which such information relates.

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Owner agrees to give written notice (an “**Incident Notice**”) to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware (“**Breach**”) and (b) attempted or actual Security Incident (collectively with a Breach, an “**Incident**”). An Incident Notice shall be made without unreasonable delay and, in no event, later than twenty four (24) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

(a) identification of each Consumer whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Incident;

(b) the circumstances constituting and, to the extent relevant, surrounding the Incident (including, without limitation, the individual(s) causing the Incident and the person(s) receiving or accessing the PHI), the date of the Incident and date of discovery;

(c) the PHI affected or disclosed by the Incident on an individual Consumer-by-individual Consumer basis;

(d) the steps Owner is taking to investigate and correct the Incident, mitigate harm or loss to affected Consumers, and protect against future similar Incidences,

(e) the actions which Consumers affected by the Incident should take to protect their interests; and

(f) a contact person for additional information.

2.11.2 Owner shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related

to the Incident. For purposes of discovery and reporting of an Incident, Owner agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Owner shall provide notice to impacted Consumers, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, Owner shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Owner shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Owner shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Owner pursuant to this section shall be at the sole expense of Owner.

2.11.4 Notwithstanding Section 2.11.3 above, if RCEB or Covered Entity elects to provide the notice referenced in Section 2.11.3, Owner shall promptly provide to RCEB and Covered Entity, the information required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408, to the extent not previously provided in an Incident Notice.

2.11.5 Any annual notification to the Secretary as required under 42 U.S.C. § 17932(e) and 45 C.F.R. § 164.408(c), shall be provided by Covered Entity or RCEB, unless Covered Entity or RCEB directs Owner to provide such notice within fifteen (15) days after the close of the calendar year. Owner shall provide RCEB and Covered Entity a copy of the annual notification before it is provided to the Secretary sufficiently in advance of the due date to permit Covered Entity or RCEB to revise the notification as may be appropriate.

2.12 Genetic Information. Owner shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Nondiscrimination Act and prohibited under the HIPAA Privacy & Security Rules.

2.13 Compliance. Owner shall comply with all other privacy and security requirements made applicable to it by HIPAA, the HITECH Act and the HITECH Rules as promulgated by the Secretary. In addition, Owner shall comply at all times with the requirements imposed on Covered Entity, RCEB and Owner by state health information privacy laws including, without limitation, the Confidentiality of Medical Information Act (Cal. Civ. Code §56 *et seq.*) and the Lanterman-Petris-Short Act (Cal. Welfare & Inst. Code §5000 *et seq.*)

3. PERMITTED USES AND DISCLOSURES BY Owner.

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Owner may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and RCEB as specified in the ongoing contractual relationships among the Parties and Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Rule or Security Rule if done by Covered Entity, nor violate the minimum necessary

policies and procedures of the Covered Entity. For this purpose, the determination of what constitutes the “**minimum necessary**” amount of PHI shall be determined in accordance with 45 C.F.R. section 164.502(b), as amended by section 13405 of the HITECH Act. Without limitation of the foregoing, Owner shall limit the use, disclosure, or request of PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. §164.514(e)(2)) or, if needed by Owner, to the minimum necessary amount of PHI to satisfy the requirements of each applicable Service Provider Agreement.

3.2 Management and Administration of Owner. Except as otherwise limited in this Agreement, Owner may disclose PHI for the proper management and administration of Owner, provided that disclosures are Required by Law, or Owner obtains reasonable assurances from the person to whom the information is disclosed that such PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Owner and RCEB within one (1) day of discovery of any Incident.

3.3 Data Aggregation. Except as otherwise limited by this Agreement, Owner may disclose PHI to provide Data Aggregation services to Covered Entity or RCEB as permitted by 45 CFR 164.504(e)(2)(i)(B). Any aggregated data will be de-identified in compliance with 45 C.F.R. 164.502(d) before it is disclosed. Owner agrees that it will not disclose any re-identification key or other mechanism to re-identify the data.

3.4 Remuneration. Owner shall not directly or indirectly receive remuneration in exchange for any PHI unless informed by RCEB or Covered Entity that Covered Entity has first obtained a valid authorization from the applicable Consumer that specifically allows PHI to be further exchanged for remuneration by the entity receiving such PHI, or the receipt of such remuneration complies with an otherwise available exception under HIPAA or the HITECH Act.

3.5 Violations of Law. Owner may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

4. **OBLIGATIONS AND DUTIES OF RCEB.**

4.1 Notice of Privacy Practices. RCEB shall inform Owner of any limitation(s) in Covered Entity’s or RCEB’s notice of privacy practices in accordance with 45 C.F.R. section 164.520, to the extent that such limitation(s), if any, may affect Owner’s use or disclosure of PHI. RCEB may satisfy this requirement by providing Owner with the notices of privacy practices that Covered Entity and RCEB delivers in accordance with 45 C.F.R. section 164.520, as well as any changes to such notice.

4.2 Notice to Consumers of Permission. RCEB shall notify Owner of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which RCEB receives from Covered Entity, to the extent that such changes may affect Owner’s use or disclosure of PHI.

4.3 Notice of Other Restrictions. RCEB shall notify Owner of any restriction to the use or disclosure of PHI which RCEB receives from Covered Entity to which Covered Entity has agreed in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Owner’s use or disclosure of PHI.

4.4 Impermissible Requests. RCEB shall not request Owner to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by RCEB or Covered Entity.

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as RCEB and Owner are parties to one or more Service Provider Agreements and shall terminate when all of the PHI provided to Owner, or created or received by Owner, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

5.2 Termination for Cause. RCEB may terminate this Agreement for cause upon discovery of a material breach by Owner as follows:

5.2.1 RCEB shall provide an opportunity for Owner to cure the breach within ten (10) days from the date RCEB provides Owner notice of the breach, or such longer period as may be reasonably agreed to by the Parties. If Owner does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

5.2.2 RCEB may immediately terminate this Agreement, and any related Service Provider Agreement(s) in place between the Parties, if Owner has breached a material term of this Agreement and cure is not possible; or

5.2.3 If neither termination nor cure is feasible, RCEB shall report the violation to Covered Entity and the Secretary.

5.3 Return of PHI. Upon termination:

5.3.1 Except as provided in paragraph 5.3.2 of this section, upon termination of this Agreement for any reason, Owner shall return or destroy all PHI received from Covered Entity or RCEB, or created or received by Owner on behalf of Covered Entity or RCEB. This provision shall apply to PHI that is in the possession of subcontractors or agents of Owner. Owner shall retain no copies of the PHI.

5.3.2 If Owner determines that returning or destroying the PHI is not feasible or practicable, Owner shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification, Owner shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Owner maintains such PHI.

6. GENERAL PROVISIONS.

6.1 Notice. All notices, requests, and other communications given under this Agreement, shall be in writing and deemed duly given: (a) when delivered personally to the

recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices, requests or communications under this Agreement shall be addressed to the intended recipient as set forth below:

To RCEB:
Regional Center of the East Bay, Inc.
Attention: Genia Lindberg
500 Davis Street, Suite 100
San Leandro, CA 94577

To Owner:
NDC Rumrill Commons LP
Attn: Iman Novin
1990 N. California Blvd. STE# 1060
Walnut Creek, CA 94596

6.2 Regulatory References. A reference in this Agreement to any section in the HIPAA Privacy Rule or Security Rule, or the HITECH Act, means the section as presently in effect or as amended.

6.3 Amendment. The Parties agree to take reasonable action to amend this Agreement from time to time as is necessary for all Parties to comply with the requirements of HIPAA, the HITECH Act, and all related, applicable state and federal laws.

6.4 Survival. The respective rights and obligations of Owner under Sections 5 and 6 of this Agreement shall survive termination of this Agreement.

6.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Privacy Rule and Security Rule, and the HITECH Act. If there is an inconsistency between the provisions of this Agreement and mandatory provisions of these statutes, the applicable statutory language shall control. Where provisions of this Agreement are different than those mandated by the applicable statutes, but are nonetheless permitted under the law, the provisions of this Agreement shall prevail.

6.6 Rights. Except as expressly stated herein, or the Parties to this Agreement do not intend to create any rights in any third parties, unless such rights are otherwise irrevocably established under HIPAA, or any other applicable law.

6.7 Assignment. No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except both Parties may assign this Agreement to any successors in interest, provided the assignor promptly notifies the other Party of such assignment.

6.8 Independent Parties. Owner and its agents and employees, in performance of this Agreement, shall act in an independent capacity in the performance of this Agreement and not as officers or employees or agents of RCEB or Covered Entity. Owner shall be wholly responsible for the manner in which Owner and its employees perform the services required of Owner by the terms of this Agreement. Owner shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of RCEB. Owner has no right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied, for or

on behalf of RCEB. The only relationship between Owner and RCEB is that of independent contractors and neither shall be responsible for any obligations, liabilities, or expenses of the other, or any act or omission of the other, except as expressly set forth herein.

6.9 Indemnity. Owner agrees to indemnify, defend and hold harmless RCEB and Covered Entity, and their respective employees, directors, officers, agents, subcontractors, or other members of their workforce (collectively, “**Indemnitees**”) against all claims, demands, losses, damages or liability of any type or kind whatsoever, arising from or in connection with any breach by Owner of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions of Owner, including failure to perform its obligations under the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule, HITECH or other state or federal health information privacy laws by Owner. Accordingly, on demand, (i) Owner at his own expense and risk, shall defend any suit, claim, action, legal proceeding, arbitration, or other mediation proceeding (each, an “**Action**”), that may be brought against the Indemnitees or any of them on any such claim or demand as set forth above (the Indemnitees need not have first paid any such claim in order to be so indemnified) and (ii) Owner shall reimburse Indemnitees for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon Indemnitees as a result of any Action, with counsel reasonably satisfactory to RCEB. This Section shall survive the expiration or termination of this Agreement for any reason. Notwithstanding the foregoing, Owner shall not be required to indemnify, defend or hold harmless any party with respect to the gross negligence or willful misconduct of any Indemnitee.

6.10 Interpretation; Venue; Jurisdiction. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of California. All actions between the Parties shall be venued in the state or district courts of the County of Alameda.

6.11 Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, nor shall such action prohibit enforcement of any obligation on any other occasion.

6.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In addition, if either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, or the HITECH Act, such Party shall notify the other in writing. For a period of up to thirty (30) days, the Parties shall engage in good faith discussions about such concern and, if necessary, amend the terms of this Agreement so that it complies with the law. If the Parties are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days’ written notice to the other Party.

-No Further Text on This Page-

6.13 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by fax or in a PDF email file shall be deemed the same as originals.

Executed in Walnut Creek, California, as of the date first written above.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO

Exhibit D

CALIFORNIA PUBLIC RECORDS ACT BUSINESS ASSOCIATE ADDENDUM

I. Acknowledgment of Public Records Obligations

As of January 1, 2026, Regional Center of the East Bay, Inc. (“RCEB”), is subject to the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.) (“CPRA”). Business Associate acknowledges that records maintained by RCEB may be subject to public disclosure unless an exemption applies.

II. Cooperation in Responding to Requests

Business Associate shall cooperate fully with RCEB in responding to any CPRA request that involves information provided by Business Associate. Upon request, Business Associate shall promptly identify any portions of such records that it believes are exempt from disclosure under applicable law.

III. Designation of Confidential Information

Business Associate shall clearly mark any documents or data provided to RCEB that it considers proprietary, trade secret, or otherwise exempt from disclosure. Business Associate shall also provide a written statement specifying the legal basis for such exemption.

IV. Protection of Protected Health Information & Consumer Information

Nothing in this Section shall require RCEB to disclose: (i) Protected Health Information (“PHI”); (ii) information related to the delivery of services to identifiable Consumers as defined in the Lanterman Act; or (iii) other information protected from disclosure under HIPAA, state privacy laws, or other applicable confidentiality statutes. RCEB will assert all applicable exemptions to protect any PHI, Consumer records, and other legally protected information from disclosure.

V. Notification Prior to Disclosure

Covered Entity will make reasonable efforts to notify Business Associate prior to releasing any records that Business Associate has designated as confidential, to allow Business Associate to seek judicial relief if desired.

VI. Vendor Responsibilities

Vendor (as a Business Associate) acknowledges that it bears full responsibility for identifying and designating any information it provides to RCEB that it considers proprietary, trade secret, confidential, or otherwise exempt from disclosure under the California Public Records Act (“CPRA”). Vendor shall clearly mark such information at the time of submission and provide RCEB with a written explanation identifying the specific legal basis for each claimed exemption. If RCEB receives a CPRA request that may involve Vendor’s trade secrets or confidential information, RCEB will make reasonable efforts to notify the Vendor by email, mail, and phone prior to any disclosure, allowing Vendor an opportunity to assert its claims or seek judicial relief.

Failure by the Vendor to timely designate or substantiate its claims may result in disclosure as required by law.

This Section establishes the mutual obligations of RCEB and the Vendor to cooperate in responding to CPRA requests, ensure legal compliance, and appropriately balance public transparency with the protection of proprietary and confidential information. While RCEB retains final authority regarding disclosure decisions, it will act consistent with applicable exemptions and privacy protections under state and federal law.

Executed in Walnut Creek, California, as of the date of the Business Associate Agreement – Contractor, of which this Addendum is a part of and hereby incorporated there into.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO



**Budget and Finance Committee – Agenda
June 10, 2026**

- I. Approve minutes of May 13, 2026
- II. April 2026 Monthly Financials and Graphs
- III. POS Contract Approval – Rumrill Commons
- IV. FY25-26 Line of Credit Approval – US Bank



Budget and Finance Committee Meeting Minutes
May 13, 2026
Virtual Meeting
5-6PM

RCEB Board Members:

1. Rajesh Voddiraju, Vice President
2. David Glasser, Treasurer

STAFF PRESENT:

3. Shannon Barnes, Interim CFO
4. Rebecca Nanyonjo, Executive Director
5. Ronke Sodipo, Associate Executive Director
6. Lucy Rivello, Director of Health & Behavioral Services
7. Stephanie Brown, Executive Assistant

OTHER ATTENDEES:

CALL TO ORDER:

Shannon called the meeting to order at 5:03pm.

DISCUSSION:

Rebecca Nanyonjo confirmed that all subcommittee meetings need to be recorded. She also clarified confusion about the Budget and Finance Committee responsibilities, notably the absence of a treasurer in the past year. She explained that typically the treasurer presents the budget and financial committee recommendations to the board for approval, and sought agreement from David, now serving as treasurer, to adhere to this approach going forward to prevent confusion.

Introductions were given, and roll call taken.

Raj made a motion to approve the April 8, 2026 Budget and Finance Committee meeting minutes. Motion seconded David. All in favor, so moved.

Lucy Rivello gave an overview of the State Staff nursing contract presented for review, and Shannon provided additional clarifying information regarding the funding. Discussion was held regarding the contract renewal process and additional details.

Shannon presented the financials through March 2026. Clarity regarding the separation of case ratios from expenditure tables was noted as a helpful change.

MEETING ADJOURNED

Stephanie Brown - 2026-06-17 13:39:40 UTC
Shannon adjourned the meeting at 5:40 PM
Regional Center of the East Bay

Proposed minutes respectfully submitted:

Shannon Barnes, Controller

May 13, 2026

Date

Approval noted in the following month's minutes.

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT as of 04/30/26
FY25-26**

	BUDGET B-5		EXPENDED 4/30/2026	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS (OPS)						
PERSONNEL SERVICES	80,181,282	(1)	58,595,407	73.08%	80,181,282	-
OPERATING EXPENSE	15,573,554	(1)	10,293,252	66.09%	15,573,554	-
LESS: REVENUE	(3,157,986)	(2)	(3,811,004)	120.68%	(3,157,986)	-
TOTAL OPERATIONS	92,596,851		65,077,655	70.28% (5)	92,596,851	-
PURCHASE OF SERVICE (POS)						
Regular Purchase of Service	1,249,853,303	(3)	945,761,919	75.67%	1,195,291,335	54,561,968
Community Placement Plan-Reg & Start-up	3,413,309	(8)	724,044	21.21%	3,413,309	-
TOTAL POS	1,253,266,612		946,485,964	75.52% (6)	1,198,704,644	54,561,968
TOTAL BUDGET	<u>1,345,863,463</u>		<u>1,011,563,618</u>	<u>75.16%</u>	<u>1,291,301,495</u>	<u>54,561,968</u>

Note #1: Both allocations for FY25-26 and FY24-25 included various OPS policy items, including core staffing, facility rent, SDP supports, case load reduction, Lanterman Act provisional eligibility, HCBS compliance. Both fiscal years did not include SDP ongoing implementation while FY25-26 received a reduction for funding of Rate Reform Acceleration. FY25-26 included full CPP/CRDP OPS allocation while FY24-25 only had 1/2 of total allocation in A-1.

Note #2: Revenue includes interest income and ICF Administrative fees

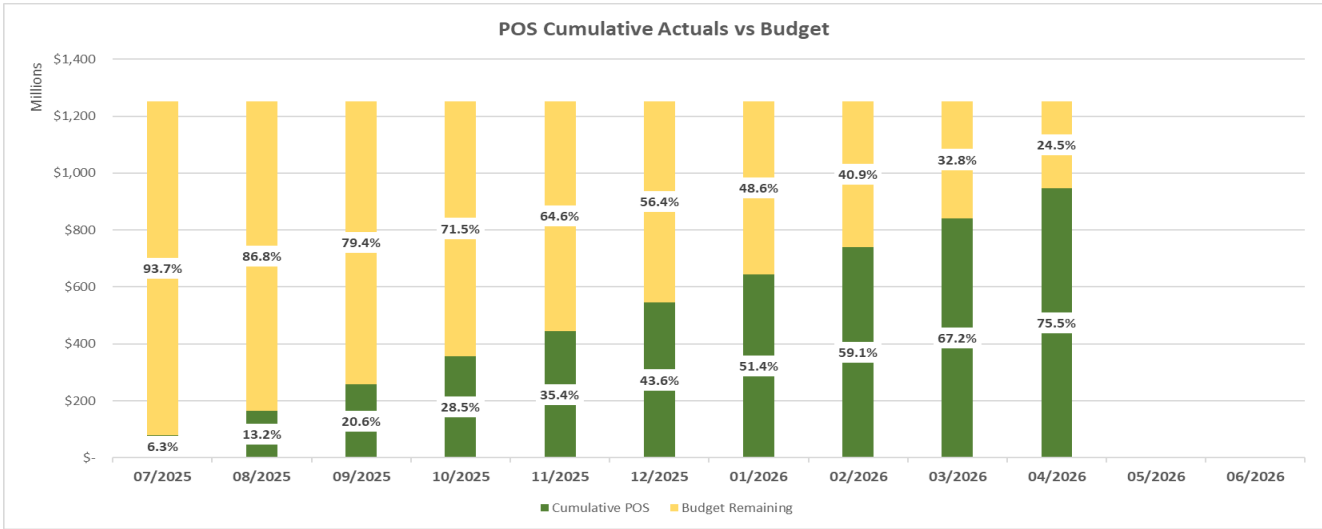
Note #3: B-2 allocation for FY25-26 included 1,231,728,430 versus A-1 allocation for FY 24-25 was \$903,318,989, an increase of 31%. \$202,963,402 was for service provider rate reform. B-4 provided \$110M add'l POS and \$845k for HCBS funding.

Note #4: Payroll YTD-wages paid through: 4/10/2026

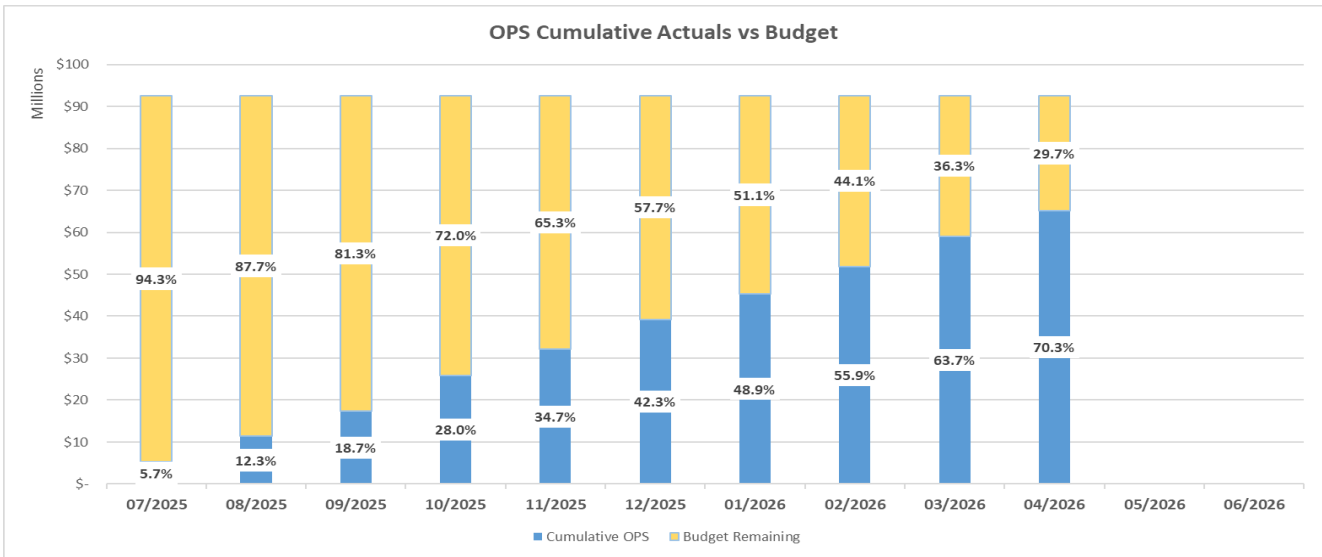
Note #5: OPS expenditures at 56% of total budget as of 02/28/26, compared to 52% for FY 24-25 as of 02/28/25.

Note #6: POS expenditures at 59% of total budget as of 02/28/26, compared to 58% for FY 24-25 as of 02/28/25.

The graph POS Cumulative Actuals versus Budget shows POS expenditures trending month-over-month compared to the overall budget for FY 25-26.

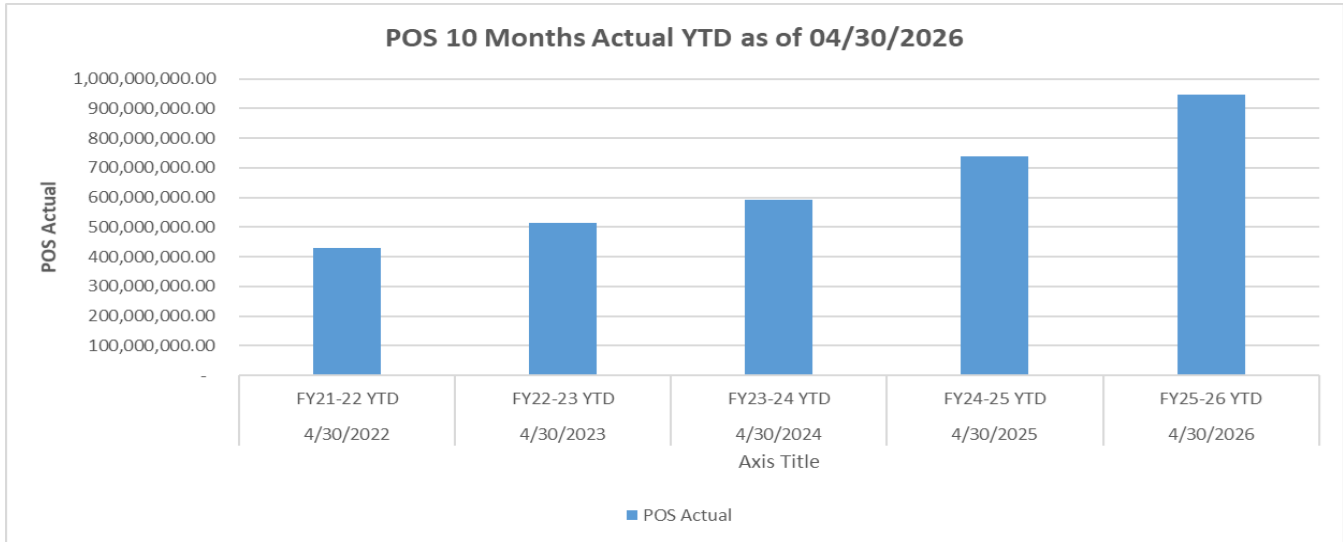


The graph OPS Cumulative Actuals versus Budget shows OPS expenditures trending month-over-month compared to the overall budget for FY25-26.



POS 10 Months Actual YTD as of 04/30/2026

	4/30/2022	4/30/2023	4/30/2024	4/30/2025	4/30/2026
	FY21-22 YTD	FY22-23 YTD	FY23-24 YTD	FY24-25 YTD	FY25-26 YTD
POS Actual	428,798,600.22	514,671,458.86	591,159,609.22	738,722,611.08	945,761,919.49
POS Budget	582,988,120.00	719,250,734.16	802,383,400.00	958,421,982.00	1,249,853,303.00
Caseloads	23,278	23,346	25,798	27,190	29,407

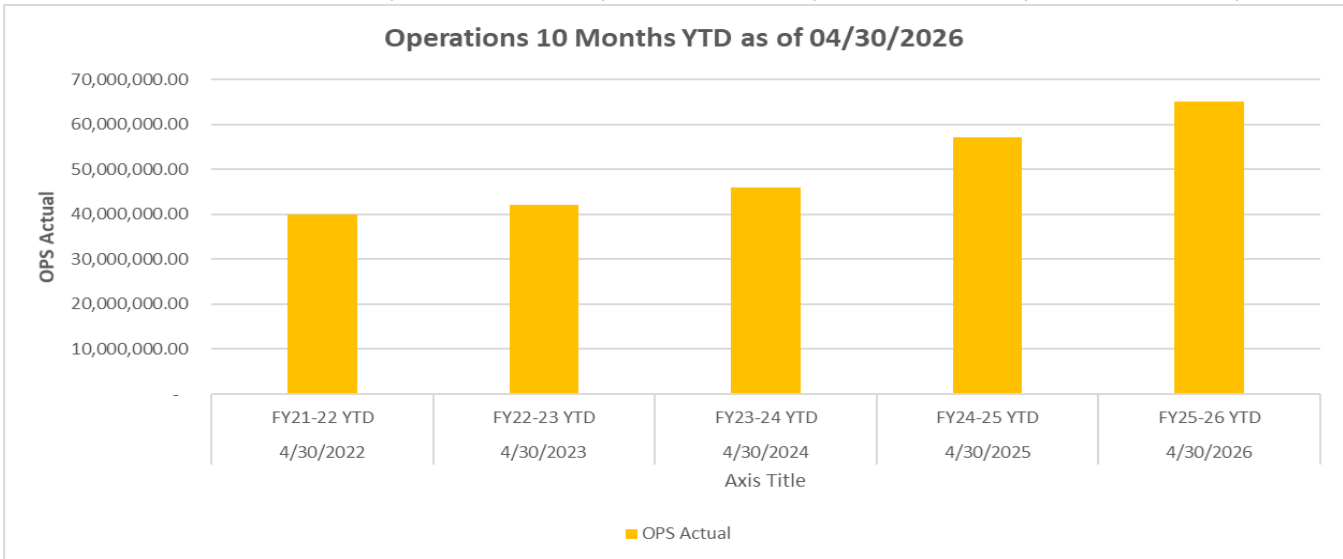


Notes:

Total caseloads increased by 6,129 or 26.3% since 2021.
 Total POS actual increased by \$516.9M or 120.6% since 2021
 Total POS budget increased by \$666.8M or 114.4% since 2021

Operations 10 Months YTD as of 04/30/2026

	4/30/2022	4/30/2023	4/30/2024	4/30/2025	4/30/2026
	FY21-22 YTD	FY22-23 YTD	FY23-24 YTD	FY24-25 YTD	FY25-26 YTD
OPS Actual	39,881,408.20	42,019,503.52	45,992,379.81	57,166,661.46	65,077,654.63
OPS Budget	58,825,510.00	67,732,466.00	78,948,669.00	87,632,455.00	92,596,851.00
Caseloads	23,278	23,346	25,798	27,190	29,407



Notes:

Total caseloads increased by 6,129 or 26.3% since 2021.
 Total OPS actual increased by \$25.2M or 63.2%.
 Total OPS budget increased by \$33.7M or 57.4% since 2021

**REGIONAL CENTER OF THE EAST BAY
FINANCIAL STATUS REPORT
FY 2022-2023**

SAMPLE ONLY

	BUDGET D-1 & Expected D-2	EXPENDED 09/30/22	% EXPENDED	PROJECTED EXPENDED	DIFFERENCE
OPERATIONS					
PERSONNEL SERVICES <i>Includes Salaries, Benefits-Health/Insurances, La Familia Contract, Workers Compensation</i>	\$59,177,788	\$9,785,980	16.54%	\$59,177,788	\$0
OPERATING EXPENSE <i>Rent, Insurance, Legal, Technology, Consultants Fees and Dues, Supplies Travel, Communications(Mail,Phone/Internet),Equipment</i>	\$8,771,678	\$1,635,997	18.65%	\$8,771,678	\$0
LESS: REVENUE <i>Interest and Monies received for processing of Intermediate Care Facility Payments (Administrative Fee)</i>	(\$217,000)	(\$45,145)	20.80%	(\$217,000)	\$0
TOTAL OPERATIONS	\$67,732,466 (1)	\$11,376,832	16.80%	\$67,732,466	\$0
PURCHASE OF SERVICE					
Regular Purchase of Service <i>This includes the cost of services for all served-respite, ILS, daycare, residential costs crisis services and transportation by contract etc</i>	\$719,250,734 (2)	\$136,643,115	19.00%		
Community Placement Plan-Reg & Start-up <i>This includes the costs for services for people moving out of restricted settings for the year and funds for start up of new programs incl housing, programs funded by DDS</i>	\$693,066 (3)	\$80,133	11.56%		
TOTAL POS	\$719,943,800	\$136,723,248	18.99%		
TOTAL BUDGET	<u>\$787,676,266</u>	<u>\$148,100,080</u>	<u>18.80%</u>		

Note #1: Operations allocation for FY 22-23 based on core staffing formula, budgeted caseload, and other statistics. Additionally, OPS allocation included rent and other Policy items, including Special Home Monitoring, and continuation of ABX2 1 increase, SB826 HCBS compliance, SDP/Participant Directed Services support, Emergency Coordinator, Enhanced Service Coordinator for low or no POS, Deaf Specialist, Provisional Eligibility, Rate Reform implementation, H&S waiver assistance for non English clients, Language Access, and Self Determination implementation and participant support. New funding for FY22-23 included funding for Reduced Caseload Ratio for Children through Age 5, Early start-Part C to B and Eligibility, and Performance Incentives for RC Implementation Resources and Reduced Caseload Ratios. D-1 only included 50% of CPP and remaining 50% is expected in D-2

Note #2: Purchase of Services allocation for FY 22-23 and FY 21-22 included caseload growth and continuation funding for rates increase due to SB minimum wage increase, ABX2 1 Community Based Services increase. FY22-23 POS also included funding for Service Provider Rate Reform, Compliance with HCBS and Quality Incentive Program.

Note #3: D-1 allocation included funding for CPP Placement

Note #4: The Purchase of Services detailed projections will be determined upon the completion of the Purchase of Service Expenditure Projection (PEP) in December 2022.

Note #5: Payroll though 09/16/22

**Regional Center of the East Bay
Contracts for Board Review/Approval**

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

Date approved by RCEB Board

Operations

Purchase of Service

The following contracts have been reviewed by Shannon Barnes, Interim CFO and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
This contract represents RCEB funding for \$1,500,000 for 10 low income apartments to be reserved for RCEB clients	Ten (10) clients of RCEB.	NDC Rumrill Commons, L.P.	6/30/2025-3/31/2028	RCEB-25-26-1 Amount represented by this contract is \$1,500,000 in Startup funds.	This contract represents Community Resource Development Plan service provider startup funds for the development of three (3) studio apartments, three (3) two-bedroom apartments, and four (4) three-bedroom apartments, for RCEB clients with very low income.



CONTRACT SUMMARY SHEET

Name of Project:

RCEB FY 25-26-1: Rumrill Commons

Summary:

In late 2025, respondents to the RCEB Community Resource Development Plan (CRDP) Needs Survey identified the need for affordable housing.

On September 19, 2025, RCEB submitted the Community Resource Development Plan and Community Placement Plan proposal to the Department of Developmental Services.

On September 30, 2025, the Department of Developmental Services approved funding for RCEB to use \$1,500,000 to support the development of Rumrill Commons (multifamily project) in San Pablo, California, with 10 low-income apartments to be reserved for RCEB households. The funding will support eligible construction costs consistent with DDS Housing Guidelines and Requirements.

Rumrill Commons is an affordable housing development that will include a mix of studio, two-bedroom, and three-bedroom units affordable to households earning between 30% and 80% of Area Median Income (AMI). The project will provide 39 affordable housing units and one manager's unit, for a total of 40 residential units. Of these, 10 units will be reserved for RCEB consumers and their families at 30% AMI. The RCEB-designated units will include three (3) studio apartments, three (3) two-bedroom apartments, and four (4) three-bedroom apartments. At least two units will include roll-in showers to support mobility needs. The project's total development cost of \$35,299,553 will be funded through multiple sources, including City of San Pablo funding, Contra Costa County funding, construction loans, tax credit equity, and DDS funding (\$1,500,000).

Contract Overview:

This is a Start-Up contract with NDC Rumrill Commons, L.P. a California limited partnership ("Owner"), to reserve 10 affordable housing units for RCEB consumers and households.

Location of Facility:

1820 Rumrill Boulevard, San Pablo 94806

Ownership:

NDC Rumrill Commons, L.P. owns the property and is working to develop Rumrill Commons.

History of Company's Operation:

Novin Development Corporation (NDC) is an experienced developer of multifamily housing communities throughout California. In addition to development activities, NDC provides consulting and brokerage services to housing organizations and community partners. The company's mission is to promote socially responsible and environmentally sustainable development while expanding housing opportunities for households across a broad range of income levels. NDC incorporates sustainable building practices and thoughtful design to create communities that are functional, inclusive, and well-integrated into the neighborhoods they serve.

NDC works collaboratively with local governments, housing authorities, nonprofit service providers, and community organizations to develop and preserve affordable housing that addresses local housing needs. The company has experience with new construction, rehabilitation, affordable housing preservation, and permanent supportive housing developments.

Since its founding, NDC has acquired and repositioned more than \$150 million in real estate assets in the Bay Area. The company currently owns and manages approximately 330 apartment units and 90,000 square feet of commercial space, including mixed-use retail properties. NDC focuses on urban infill, mixed-income, and transit-oriented developments that advance both community impact and long-term sustainability goals.

In addition to NDC's owned portfolio, the firm's principals have participated in the acquisition, entitlement, financing, and construction of more than 9,000 multifamily housing units valued at over \$3.5 billion throughout California. NDC has extensive experience partnering with property owners, investors, public agencies, and nonprofit organizations to develop large-scale multifamily housing communities that expand access to affordable housing and supportive services.

Results of the Last QA Review: (Report Attached)

This is not applicable.

Other RCEB-Funded Corporations Owned by the Same Individuals/Entity:

None

Rumrill Commons

San Pablo, CA

Developer:
Novin Development Corp



10

Affordable apartments
reserved for RCEB consumers
and families

Project Overview

Rumrill Commons is an upcoming affordable housing development in San Pablo that will provide homes for individuals and families across a range of income levels. The development is situated in an amenity-rich neighborhood with convenient access to public transportation, shopping, grocery stores, healthcare services, parks, schools, and other community resources. The project will reserve 10 affordable homes for individuals served by RCEB and their families, including studio, two-bedroom, and three-bedroom apartments, with accessible units designed to support individuals with mobility needs.

Frequently Asked Questions

Q: How will individuals learn about these housing opportunities?

A: RCEB will share information about the project with individuals and families served by the regional center through our website, outreach efforts, and communication with support teams as the property approaches lease-up.

Q: What is the process for filling the reserved units?

A: RCEB will collect and maintain a waitlist for the reserved units and will share information about how to join the list as the project approaches lease-up.

Q: Will there be onsite services in the building?

A: The property will have onsite property management and resident services staff. Individuals served by RCEB will continue to receive case management, and individualized services and supports.

Project Details

- **Location:** San Pablo, CA
- **Households served:** individuals, families, and eligible RCEB households.
- **Homes for RCEB households:** three (3) Studio units, three (3) two-bedroom units and four(4) three-bedroom units at 30% AMI
- **Timeline:** Winter 2028 completion

CPP/CRDP HOUSING AGREEMENT

(FY 2026-2027)

(RCEB CRDP FY 2025-2026 #1)

This Community Placement Plan/Community Resource Development Plan (CPP/CRDP) Housing Agreement (this “**Agreement**”), dated for reference purposes as of June 30th, 2026 (the “**Effective Date**”), is entered into by NDC Rumrill Commons LP, a California limited partnership (“**Owner**”), and Regional Center of the East Bay, Inc., a California nonprofit corporation (“**RCEB**”), in accordance with the following facts:

A. The Consumers. RCEB provides services to individuals with developmental disabilities (“the **Consumers**”) in the counties of Alameda and Contra Costa, California.

B. Owner’s Mission. Owner represents and warrants that it has the experience and expertise to develop and manage affordable rental apartments for individuals with special needs, including individuals with developmental disabilities, and that its mission is to provide quality affordable homes and service that empower people and strengthen neighborhoods.

C. The Property. RCEB is working in conjunction with Owner, who holds title in or is under contract to acquire the property located at 1820 Rumrill Boulevard, San Pablo, in the County of Contra Costa, California (“the Property”).

D. The Apartments. Owner intends to develop project site to a new-construction affordable housing development consisting of 40 rental apartments (collectively, the “**Apartments**”). The project will provide 39 units of affordable housing for large family households earning between 30 and 80% Area Median Income. The building will contain 17 studios, 11 two-bedroom, and 12 three-bedroom units.

E. RCEB-Restricted Units. Owner shall provide a set-aside of Ten (10) rental apartments at the Property to Consumers who are Extremely low-income households (as defined by California Health and Safety Code Section 50106) and Very low-income households (as defined by California Health and Safety Code Section 50105) (“**RCEB-Restricted Units**”). The RCEB-Restricted Units shall consist of 3 studios, 3 two-bedroom, and 4 three-bedroom units.

F. CPP/CRDP Guidelines. The California Department of Development Services (“**DDS**”) has published Fiscal Year 2026-27 Housing Guidelines for the Regional Centers Office of Community Development Community Placement Plan and Community Resource Development Plan (the “**CPP/CRDP Guidelines**”). The CPP/CRDP Guidelines include Attachment O entitled, “Multi-Family Housing Proposal Guidelines” (the “**Multi-Family Provisions**”). Owner acknowledges that it has reviewed and understands the CPP/CRDP Guidelines, including the Multi-Family Provisions and all other Appendices thereto. All references in the CPP/CRDP Guidelines to the “NPO” and the “HDO” mean Owner. Owner is responsible for complying with all CPP/CRDP Guidelines applicable to the Property.

G. Housing Proposal; Funding Approval; CRDP Funds. In accordance with the CPP/CRDP Guidelines, RCEB (with Owner's assistance) shall submit a housing proposal to DDS requesting funds for the Property. Specially, Owner intends to use such funds along with other funds to acquire and construct the Apartments, including the RCEB-Restricted Units. DDS's Letter of Conditional Approval (as defined in the CPP/CRDP Guidelines), by which DDS conditionally agrees to fund the housing proposal, is hereinafter referred to as a "**Funding Approval**", and the funds that DDS will provide to RCEB pursuant to the Funding Approval are hereinafter referred to as "**CRDP Funds**"; *provided, however,* notwithstanding anything in this Agreement to the contrary, RCEB shall have no financial or other obligation of any nature with respect to the Property until DDS gives its final approval under the Multi-Family Provisions of the CPP/CRDP Guidelines.

H. Occupancy by Consumers. Prior to the Owner's completion of construction of the Apartments on the Property, Owner is responsible for implementing the marketing, lease-up and assistance with unit design for the RCEB-Restricted Units and for collaborating with RCEB to help encourage each Consumer to receive Independent Living, Supported Living, Housing Support Services and other RCEB-provided services that will promote successful living at the Property in accordance with each Consumer's Individual Program Plan ("**IPP**"). Participation in services is not a requirement of tenancy.

I. Purpose of Agreement. The purpose of this Agreement is to describe RCEB's and Owner's rights and obligations to each other with respect to development and management of the Property and Owner's management of the RCEB-Restricted Units, and the provision of supportive services to Consumers living at the Property, conditioned on RCEB's receipt of Funding Approval and final approval from DDS.

NOW THEREFORE, in consideration of the following mutual covenants, RCEB and Owner agree as follows:

1. The Amount of CRDP Funds. The maximum amount of FY 2026-27 CRDP Funds available for a loan related to the Property is One Million Five Hundred Thousand Dollars (\$1,500,000) (See Exhibit A, attached hereto and incorporated herein) ("**Maximum Amount**"). Owner must ensure the expenditure of all of the CRDP Funds by March 31, 2028, any unspent funds will revert to the State.

2. Uses of CRDP Funds. The CRDP Funds may be used for a loan related to the Property pursuant to a final budget (the "**Final Budget**") which Owner shall submit to RCEB for approval within 15 days after the City of San Pablo Building Department approves the final plans and specifications for the construction of the Apartments on the Property.

2.1 Portion of Costs. The CRDP Funds constitute only a portion of the total estimated cost of \$35,299,553.00 necessary for the acquisition and development of the Apartments at the Property. The application of the CRDP Funds shall be subject to the approval of RCEB and DDS, taking into account requirements and priorities of other funders of the Apartments.

2.2 Compliance with State Administrative Manual. Approval of payment(s) by RCEB and provisions for payment are subject to the terms and conditions which are set forth in

the State Administrative Manual (SAM) requirements for subvention aid contracts, and are limited to those expenses which are designated as acceptable items.

3. Disbursement of CRDP Funds.

3.1 Disbursement; Funding Conditions. Provided the CRDP Funds are expended not later than March 31, 2028, RCEB shall disburse up to the Maximum Amount of CRDP Funds in the form of a 55-year non-amortizing loan to Owner in accordance with the terms of this Agreement. RCEB shall disburse such funds as provided in Section 3.2 below, after (i) RCEB's approval of the Final Budget and (ii) the Owner's execution and delivery of all of the instruments described in Section 11 below. The terms of the loan shall be governed by the DDS Note and DDS Deed of Trust (defined below); if an inconsistency concerning any terms or conditions of the loan exists between this Agreement and the DDS Note or DDS Deed of Trust, the terms of the DDS Note and DDS Deed of Trust shall prevail.

3.2 Escrow. The CRDP Funds earmarked by RCEB for the Property shall be disbursed by RCEB directly to an escrow holder (the "**Escrow Agent**") for the transaction, along with escrow instructions for the Escrow Agent's proper use of such funds. RCEB may elect to disburse its funds by check or wire transfer; *provided, however*, if RCEB elects to provide a check, RCEB shall deliver the check at least 10 days before the closing date of the escrow.

3.3 Disbursement Contingent on Recording of Documents. RCEB's escrow instructions shall provide that the Escrow Agent shall not disburse any CRDP Funds to the Owner or for its benefit until the Escrow Agent records the Regulatory Agreement and DDS Deed of Trust described in Section 11 below and delivers the DDS Note in Section 11 below.

3.4 Delivery of Documents to DDS. In the event that Owner or RCEB receives the original DDS Note, the DDS Deed of Trust, and/or the Regulatory Agreement, such party is responsible for timely delivery of these documents to DDS.

4. Applicability of CPP/CRDP Guidelines. Owner shall at all times comply with the requirements in the CPP/CRDP Guidelines in effect as of the date hereof. Notwithstanding the foregoing, Owner acknowledges and agrees to comply with any reasonable changes or additions to the requirements and obligations in the CPP/CRDP Guidelines that do not materially increase the obligations or liability of Owner.

5. Term. Subject to the provisions in Section 1 above, the term of this Agreement shall commence on the Effective Date and end on March 31, 2028 subject to any earlier termination as provided in this Agreement. However, the termination or expiration of this Agreement shall not affect the continued enforceability of the documents intended to survive its termination as provided in Section 11.

6. Property Development Implementation Plan. Once DDS issues Funding Approval, RCEB and Owner will work collaboratively to ensure the development of the Apartments on the Property and provide for the occupancy of RCEB-Restricted Units by Consumers, based on the needs identified by RCEB, and in accordance with an implementation plan for the development of the Property (the "**Implementation Plan**") submitted to RCEB for approval prior to commencement of construction of the Apartments at the Property. RCEB will be afforded the

opportunity to review the Property Management Agreement for the development. The Implementation Plan will contain all information required by the CPP/CRDP Guidelines. Thus, for example, the Implementation Plan shall (i) specify a process that ensures compliance with all state and local building requirements, including without limitation RCEB's receipt of verification that the project has received all applicable required permits prior to the start of any demolition, construction, or renovation and (ii) contain a detailed financing plan, along with a construction and operations budget containing the information required by the CPP/CRDP Guidelines. Owner shall update and revise the Implementation Plan at RCEB's request.

7. Financial Analysis; Corrective Action Plan. At any time prior to loan closing/escrow funding, RCEB may at any time perform a financial analysis of Owner's financial statements, and Owner shall fully cooperate in such process. Such analysis may include, but not be limited to, a calculation of Owner's debt coverage ratios (including debt to earnings ratio, debt to equity ratio, and EBITDA ratios), cash reserves, working capital and operating margin. If RCEB is reasonably concerned about Owner's financial condition after completing such analysis, based on either current year status or multi-year trends, Owner will reasonably cooperate with RCEB in implementing a corrective action plan to improve Owner's financial condition to RCEB's reasonable satisfaction. If Owner is either unwilling or unable to timely implement such plan to RCEB's reasonable satisfaction, RCEB may terminate this Agreement at any time.

8. Notices to RCEB. Owner shall notify RCEB in writing (i) when the Owner opens the escrow for the construction loan; (ii) when final plans for the Apartments have been entitled by the responsible local agency; (iii) when a construction contract has been entered into by the Owner; (iv) when a Notice of Completion is recorded for construction; (v) when a certificate of occupancy has been issued by the responsible local agency; and (vi) when any construction financing converts to or is replaced by permanent financing. Owner acknowledges that RCEB requires this information to comply with its quarterly and annual reporting duties to DDS under the CPP/CRDP Guidelines and the inclusion of such information in such quarterly and annual reporting shall satisfy the written notice requirements of this Section 8. Notwithstanding anything herein to the contrary, Owner shall not obligate any funds until DDS has given final approval for the Owner to be the NPO for this project and has also approved the proposed Implementation Plan for the Property under Section III.B of the CPP/CRDP Guidelines.

9. Scope of Services. Owner is acting as an independent contractor of RCEB to pursue the interest of Consumers with respect to housing opportunities at the Property. Owner will use its best efforts to design, finance, develop, lease, and manage the Apartments to ensure that RCEB's goal of providing high-quality, affordable and inclusive housing to Consumers is furthered. In addition, Owner shall provide the following services to Consumers which will enable Owner to protect RCEB's interest in the RCEB-Restricted Units over the term of the Agreement: (i) coordinating with RCEB to maximize the initial marketing of the housing opportunity to Consumers; (ii) helping Consumers participate successfully in the application process and leasing of the Property; (iii) collaborating with RCEB to maintain an active waiting list for the RCEB Restricted Units to help Consumers continue to apply for RCEB Restricted Units that become vacant after the initial leasing of the Apartments, and (iv) providing individual housing retention services to Consumers living at the Property to promote their housing stability, or coordinating such services with other vendors.

9.1 Occupancy by Consumers. Owner shall develop and implement a marketing and outreach plan for the lease-up of the Apartments, including the RCEB-Restricted Units. All Consumers ultimately occupying the RCEB-Restricted Units must be identified within RCEB's Community Placement Plan/Community Resource Development Plan. No Consumers shall occupy the Apartments at the Property until the Apartments have received a Certificate of Occupancy by the responsible local agency.

9.2 The Leases. Prior to completion of construction of the Apartments, Owner will coordinate with RCEB to assist Consumers in learning of, applying for, and renting the RCEB-Restricted Units pursuant to individual leases in each Consumer's name (each, a "Lease"). In addition, Consumers may participate in the lottery for other units available at the Property. Owner will also provide housing retention services to the Consumers who enter into a Lease at the Property to enable them to satisfy all of a tenant's responsibilities and enjoy all of a tenant's rights under the Lease. Owner's housing retention services are in addition to any Supported Living Services or Independent Living Services that Consumers living at the Property may require.

10. Lender's Agreement to Provide Notice and Cure Rights.

10.1 Definitions. A "Lender" means an institutional lender or government agency that makes a Loan to the Owner, the proceeds of which are applied to pay the costs of demolition, renovation and development of the Property, and such lender's successors or assigns, and any lender that makes a Loan to refinance any such Loan. A "Loan" means a loan from a Lender to the Owner, secured by the lien of a deed of trust encumbering a Property (the "Deed of Trust").

10.2 Financing Responsibility and Agreement to Subordinate. It is the Owner's sole responsibility to apply for and obtain all Lender financing for development of the Apartments on the Property (including construction financing and permanent financing). RCEB understands and agrees that it may be required to subordinate the DDS Deed of Trust and the Regulatory Agreement as a condition of qualifying for such additional financing. Owner is solely responsible for properly administering all construction funds including, but is not limited to, preparing and submitting applications for funding, executing funding agreements, preparing requests to draw down funds, and preparing all required reports.

10.3 Notice and Cure Agreement. Prior to the Owner incurring a Loan secured by a Deed of Trust encumbering the Property, Owner shall require each Lender to sign, and deliver to RCEB, an Agreement to Provide Notice and Cure rights (the "Notice and Cure Agreement"), unless DDS waives such requirement. The form of the Notice and Cure Agreement shall be the same as the form attached as an exhibit to the CPP/CRDP Guidelines, or such other form agreed to by the parties and DDS. The purpose of such document is to ensure that the Lender will give RCEB and DDS adequate notice and the opportunity to cure any default by the Owner under the Loan. The parties agree to modify the form of the Notice and Cure Agreement if so requested by DDS. RCEB shall submit a signed copy of the Notice and Cure Agreement to DDS within 15 days after the date it is received by RCEB.

11. Delivery and Recording of DDS Documents. Prior to the disbursement of any CRDP Funds, Owner shall sign and (for the documents in Sections 11.1 and 11.3) notarize and

cause to be recorded against the Property, the following documents to evidence the agreement of all the parties that the RCEB-Restricted Units shall be used and occupied by Consumers in accordance with the provisions and restrictions of the CPP/CRDP Guidelines:

11.1 Regulatory Agreement. The Owner shall execute a Regulatory Agreement in favor of DDS (the “**Regulatory Agreement**”). The purpose of the Regulatory Agreement is to ensure that the RCEB-Restricted Units shall be used and occupied only by Consumers in accordance with the provisions and limitations in the CPP/CRDP Guidelines. The parties agree to execute amendments and modifications to the Regulatory Agreement as reasonably requested by DDS, provided that the same do not increase Owner’s liability under the Regulatory Agreement.

11.2 DDS Note. The Owner shall execute a Promissory Note in favor of DDS (the “**DDS Note**”).

11.3 DDS Deed of Trust. The Owner shall execute and notarize a Deed of Trust in favor of DDS (the “**DDS Deed of Trust**”) and cause it to be recorded against the Property. The purpose of such document is to secure the Owner’s obligations to DDS, including the obligations under the Regulatory Agreement.

11.4 Contingencies. The forms of the Regulatory Agreement, DDS Note, and DDS Deed of Trust shall be provided by DDS. The Owner’s review, approval, execution and delivery of the Regulatory Agreement, DDS Note and DDS Deed of Trust is a condition precedent to the validity of this Agreement, for the benefit of both RCEB and Owner.

11.5 Responsibility of Owner. At all times during the ownership of the Property, Owner shall comply with all of the provisions in the Regulatory Agreement, the DDS Note and DDS Deed of Trust and will negotiate any amendments of the DDS documents that may be requested from time to time by DDS, provided that the same do not increase Owner’s liability under any of the documents described in this Section 11.5.

12. Title Insurance. Prior to disbursement of the CRDP Funds, Owner shall obtain a lender’s policy of title insurance in favor of DDS with respect to the Regulatory Agreement and the DDS Deed of Trust. The cost of the lender’s policy may be paid from CRDP Funds.

13. Consequence of Breach; Termination of Agreement; Instruments Remain in Effect. The Regulatory Agreement, DDS Note and DDS Deed of Trust shall survive the termination of this Agreement, and shall only be terminated in accordance with their terms.

14. Future Loan Financing or Refinancing; Subordination of Regulatory Agreement and the DDS Deed of Trust. Subject to DDS’s consent and approval, if the Owner elects to finance a Loan or refinance an existing Loan, then upon the request of the Lender, RCEB will execute a DDS-approved customary agreement (the “**Subordination Agreement**”) to subordinate the Regulatory Agreement and the DDS Deed of Trust to the lien of the Lender’s Loan. The Subordination Agreement or a separate agreement signed by the Lender (such as the Notice and Cure Agreement) shall provide that the Lender will give both RCEB and DDS adequate notice and cure rights if the Owner defaults under its Loan. In addition, the parties anticipate that the Project may be funded by additional loans to the Owner from such other subordinate lenders as the City of San Pablo, County of Contra Costa, and the California Department of Housing and Community

Development, which Lenders and RCEB may enter into an Intercreditor Agreement, the terms of which shall be satisfactory to and approved by RCEB. RCEB will request DDS to sign the Subordination Agreement and/or Intercreditor Agreement, but RCEB shall not have any liability if DDS fails to sign the Subordination Agreement and/or Intercreditor Agreement.

15. Delivery of Each Lender's Deed of Trust to RCEB; Recordation of Request for Notice. Promptly after each Deed of Trust is recorded to secure such Lender's Loan for the Property, Owner shall deliver two conformed copies of each Deed of Trust to RCEB. RCEB requires a copy of each Deed of Trust so that RCEB can record Requests for Notice under Civil Code section 2924b in its favor and in favor of DDS. Forms of the Requests for Notice are attached as exhibits to the CPP/CRDP Guidelines. RCEB shall deliver a conformed copy of the Deed of Trust and Requests for Notice to DDS.

16. Property Management. At all times during Owner's ownership of the Property, Owner shall be responsible for the property management duties required for the maintenance and operation of an affordable housing rental property in good condition and repair and shall take appropriate action if the normal and customary property management duties are not being carried out, including the following (i) when a Consumer vacates a RCEB-Restricted Unit, handling the transition between such Consumer and the next one, (ii) ensuring full occupancy of the RCEB-Restricted Units by qualified tenants, reasonable turnover time expected; (iii) collecting rent and third party rent subsidies and paying all of the normal operating expenses of the RCEB-Restricted Units; (iv) maintaining all required insurance coverages at the RCEB-Restricted Units; (v) promptly notifying RCEB in writing if any insurance required to be maintained is about to lapse; (vi) periodically inspecting the RCEB-Restricted Units and all improvements thereon to insure that they are maintained in good working order and condition; (vii) engaging qualified contractors or qualified personnel to perform those repair and maintenance duties; (viii) promptly notifying RCEB of any physical defects, environmental hazards or violations of law discovered at the RCEB-Restricted Units; and (ix) generally taking all actions appropriate to preserve the Apartments on the Property and to protect its value. Neither the Owner nor RCEB nor DDS shall have any responsibility for paying property management or administration fees. If RCEB determines in its reasonable judgment, that Owner have been ineffective in its property management performance, then RCEB may notify Owner of its findings by a written notice thereof. Within fifteen (15) days after receipt of such written notice, RCEB and Owner shall meet in good faith to consider methods for improving Owner's compliance with the requirements of this Section. If, after a reasonable period as determined by RCEB (but which shall not be less than sixty (60) days following the date of the initial notice described above), RCEB determines that Owner is not operating and managing the Property in accordance with the material requirements and standards of this Section, then RCEB may exercise its rights under Section 27 or Section 28 of this Agreement.

17. Real Property Taxes. Owner shall take all actions necessary in qualifying for the affordable housing exemption from real property taxes (with the understanding that such exemption will not normally apply to assessments, which shall continue to appear on the tax bill).

18. Construction Work.

18.1 Construction of Apartments. Prior to the Owner commencing construction of the Apartments on the Property, Owner shall provide to RCEB for its prior review and approval, which may not be unreasonably withheld, the deliverables set forth in Section 18.2.

18.2 Deliverables. RCEB's obligation to disburse any CRDP Funds shall be conditioned on Owner's delivery to RCEB, and RCEB's approval of, all of the following: (i) overall construction budget for the Apartments on the Property (including a budget for the construction, a budget for onsite and offsite improvements and a budget for the appliances and fixtures); (ii) construction drawings and specifications for the proposed Apartments; (iii) architect's contract, if applicable; (iv) structural engineer's contract, if applicable; and (v) construction contract between the Owner and its general contractor, including contractor's fixed price or time and materials bid to perform the construction work on the Property. When the construction work is complete, Owner shall provide evidence to RCEB that the applicable jurisdiction has issued a final Certificate of Occupancy or its equivalent for the Property.

18.3 Manner of Construction; Terms of Construction Contract. The construction contract between the Owner and its general contractor for all Apartments must contain the following provisions: (i) the contractor shall only be entitled to payments based upon performance; (ii) the contractor must provide appropriate conditional and unconditional mechanics lien releases, in accordance with standard construction industry practice, as a condition to its receipt of each installment payment and final payment; and (iii) the Owner will withhold a 5.0% retention, which it shall only disburse to the contractor after the construction or renovation work is completed, a Certificate of Occupancy (or its equivalent) is provided by the local agency (e.g., building inspector), and RCEB has completed its final walk through. Owner shall also include the following statement in each construction contract between the Owner and the general contractor: "*Regional Center of the East Bay is a third party beneficiary of all of [Owner]'s rights under this Agreement.*" RCEB shall have the right to review and approve the construction contract to confirm inclusion of the aforementioned terms and conditions.

18.4 Reasonable Accommodations. Upon the request of a resident, Owner shall make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include preforming structural modifications to housing and non-housing facilities on site where such modifications would be necessary to afford full access to the housing program for qualified individuals with handicaps. In performing structural modifications, Owner is not required to make structural alterations that require the removal or altering of a load-bearing structural member, or take any action that would result in an undue financial and administrative burden for Owner.

18.5 Construction Insurance. Prior to the commencement of Apartments at the Property, Owner shall provide RCEB with evidence that the Owner has secured adequate liability insurance from the contractor and adequate casualty insurance (such as "Builder's All Risk" insurance or another form of casualty insurance reasonably acceptable to RCEB) in an amount approved by RCEB covering the construction of such Apartments, it being understood and agreed that all of such Apartments shall be adequately insured by the Owner immediately upon completion thereof.

18.6 Compliance With Laws. Owner shall be responsible for causing all Apartments to be constructed in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations including complying with prevailing wage labor laws to the extent applicable, and pursuant to a valid building permit, issued by the city or county in which the Property is located, all in conformance with any commercially reasonable construction rules and regulations RCEB may promulgate from time to time.

18.7 Payment and Performance Bond; Alternative Performance Assurances. Prior to the commencement of Apartments at the Property, Owner shall comply with the following obligation: the Owner's compliance with the "alternative performance assurances" described in Section IV (N) of the CPP/CRDP Guidelines. RCEB shall request DDS to waive the Payment and Performance Bond requirement. Nothing herein shall be construed to obligate DDS to waive the bond requirement.

18.8 Timely Development. Owner is responsible and accountable for timely planning and construction of the Apartments so that the Property can be occupied by Consumers pursuant to the terms of, and by the deadlines contained within, the CPP/CRDP Guidelines. Owner is responsible for implementing the approved Marketing and Outreach Plan for the RCEB-Restricted Units so that they may be occupied by qualified Consumers by the time the construction is complete.

18.9 Disbursements; Procedures; No Use of CRDP Funds for FF&E or Developer Fee. RCEB shall disburse CRDP Funds in accordance with the procedures in this Agreement. Eligible expenses include all eligible expenses described in Section VII of the CPP/CRDP Guidelines, or as otherwise approved by DDS, except for all developer fees and furniture, fixtures and equipment, which shall not be paid by the CRDP Funds.

18.10 Monitoring of Plans and Work. RCEB may in RCEB's sole and absolute discretion, monitor the Owner's preparation of the plans and the contractor's performance of the construction work, and Owner shall promptly respond to all inquiries, and cooperate, coordinate, and otherwise comply with RCEB's requests for information about construction means and methods.

18.11 Monthly Updates. On a monthly basis, if not more, during the construction of the Apartments, and at all times upon RCEB's request, Owner shall provide RCEB with an update as to the progress of its work. Updates may include lender construction inspection reports. RCEB shall report such project updates to DDS on a monthly basis and/or as requested by DDS.

18.12 Delivery of Proof of Expenditures; The Owner's Return of Unused Funds. Upon the Owner's completion of the Apartments at the Property, Owner shall provide to RCEB invoices and other evidences of the Owner's costs for such work, including evidence of payment to third parties.

18.13 [deleted]

18.14 Fire Sprinkler; Rooms. Owner shall ensure each of the RCEB-Restricted Units has (i) an operable automatic fire sprinkler system, approved by the State Fire Marshal or

local fire department in compliance with applicable law; and (ii) a private bedroom for each Consumer for units with bedrooms. The studio units will not have separate bedrooms.

18.15 Additional Requirements and Agreements. RCEB reserves the right to require Owner to enter into further agreements with RCEB to address the costs and procedures relating to construction of the Apartments, provided that the same do not increase Owner's liability.

19. Covenant Against Mechanic's Liens. At all times during Owner's ownership of the Property, Owner shall keep the Property free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of the Owner, and Owner shall protect, defend, indemnify and hold RCEB harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Owner shall remove any such lien or encumbrance by bond or otherwise within twenty business days after notice by RCEB, and if the Owner shall fail to do so, RCEB may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and Owner shall reimburse RCEB for any such payments made on behalf of the Owner.

20. Payments of CRDP Funds Generally

20.1 Sole Compensation. Owner acknowledges that Owner's sole compensation for executing and complying with the terms in the Regulatory Agreement, DDS Note and DDS Deed of Trust will be Owner's receipt of the CRDP Funds resulting from DDS's Funding Approval. RCEB makes no representation or warranty, express or implied, whether DDS will issue a Funding Approval for RCEB's housing proposal.

20.2 [deleted]

20.3 General Funding Requirements and Limitations. Owner shall not bill Consumers for services funded under the terms of this Agreement. Upon completion or termination of this Agreement, RCEB funding for a subsequent agreement or period, if any, is not guaranteed, and the decision for such funding is within the discretion of RCEB.

21. Leases. The parties agree as follows with respect to leasing the RCEB-Restricted Units:

21.1 Selection of the Tenants. Owner acknowledges that it does not have any right to pre-select the applicants for the RCEB-Restricted Units. Rather, RCEB and Owner shall diligently seek and support Consumers eligible under RCEB's Community Resource Development Plan to apply for the RCEB-Restricted Units and to successfully complete the Owner's applicant screening process. The final approval of every Consumer's application to the Owner for the RCEB-Restricted Units shall be the sole responsibility of the property management company, using its tenant selection criteria for the Property as modified by any reasonable accommodations made for an individual tenant's disability.

21.2 The Lease Form. Subject to the provisions in Section 21.3 below, RCEB waives the right to approve the form of Lease between the Owner and Consumers. The Owner may use its typical form of lease for affordable housing with the type of financing secured for the

Apartments. Owner shall be responsible for educating and informing RCEB and Consumers (both applicants and tenants) of the landlord and tenant rights and responsibilities under the Owner's form of Lease, and for supporting individual Consumers to satisfy their tenant responsibilities and enjoy the full benefit of their tenant rights.

21.3 Specific Restrictions on Owner's Leasing of the RCEB-Restricted Units.

Owner shall comply with the following restrictions on the leasing of RCEB-Restricted Units and immediately notify RCEB of any actions to: (i) lease, sublease or license any rights in the RCEB-Restricted Units to any party other than the Consumers referred by RCEB; (ii) set the amount of the initial rent or thereafter increase the rent for the RCEB-Restricted Units in excess of an Affordable Rent (as defined by California Health to Safety Code Section 50053(b)) for Consumers who are Extremely low income households (as defined by California Health and Safety Code Section 50106) and Very low income households (as defined by California Health and Safety Code Section 50105); (iii) terminate a Consumer's Lease for any reason other the Consumer's breach of the Lease or abandonment of the unit; or (iv) unreasonably hinder a service provider in providing services to the Consumers residing at the Property.

21.4 Notification of Delinquencies. As soon as Owner becomes aware of any delinquent rent payments under a Consumer's Lease, or any other monetary or non-monetary default by either party under a Consumer's Lease, with Consumer's permission, Owner shall promptly notify RCEB of such fact in writing. To help ensure each Consumer gives permission to Owner to make such disclosure, at the time of the initial lease signing, Owner shall present all Consumers with a consent form that gives Landlord, Owner and each of their agents and representatives permission to immediately notify RCEB in writing as soon as Tenant becomes delinquent in the payment of rent or any other monetary or non-monetary obligation under this Lease. Owner shall encourage Consumers to sign the consent form.

21.5 No Obligation of RCEB and DDS. Nothing in this Agreement shall be construed as obligating RCEB or DDS to pay the rent or any other financial obligation owed by a Consumer under any Lease.

22. Reserve Account. Due to the nature of the Project, RCEB waives the right to require the Owner to maintain a reserve account in compliance with the CPP/CRDP Guidelines. However, if the Owner maintains a reserve account to comply with the requirements of any third party lender or governmental entity, then at least annually, and more often if requested by RCEB, Owner shall provide a reserve report to RCEB, as well as any other information requested by RCEB, so that (i) RCEB can timely certify to DDS that, to RCEB's best knowledge, the interior, exterior, and any detached structures of the Property are in good working condition and properly maintained, and that there is no threat to the health, welfare, and safety of Consumers living at the Property, or staff or visitors, and (ii) RCEB can file its annual CPP/CRDP Housing Report with DDS as required by the CPP/CRDP Guidelines (the "**Reserve Report**"). The Reserve Report shall (i) estimate the remaining useful life of capital improvements at the Property, (ii) estimate the amount of funds reasonably needed to timely replace such capital improvements, (iii) state the total amount in the reserve account applicable to the Property, and (iv) list all expenditures from the reserve account during the prior 12 month period applicable to the Property.

23. Assignment. Owner shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of RCEB, which may be withheld in its sole and arbitrary discretion. If RCEB consents to an assignment, the assignee shall execute an instrument prepared by RCEB in which the assignee assumes and agrees to be bound by all of the terms and conditions under this Agreement for the express benefit of RCEB. The transfer of control of the ownership of the Owner to any third party (or if Owner creates a single member LLC, the addition or substitution of a member to such LLC) shall constitute an assignment which requires RCEB's consent hereunder. Notwithstanding the foregoing, Owner is hereby permitted to assign this Agreement to a different California limited partnership (the "**Partnership**"), so long as (i) Owner (or its affiliates) represent and warrant to have decision-making control over the Partnership's general partner; and (ii) Owner assigns the DDS Note, DDS Deed of Trust, and Regulatory Agreement to the Partnership (to the extent signed by Owner), in which case Owner shall be released from all obligations under this Agreement.

24. Independent Contractor. Owner and its agents and employees, in the performance of this Agreement, shall act at all times in an independent capacity. Owner and its agents and employees are not officers, employees or agents of RCEB. Owner acknowledges that it will not accrue any employee benefits from RCEB nor will RCEB be responsible for withholding or paying any amount of workers' compensation, disability insurance or any tax of any kind for Owner. Owner is free to act as independent contractors for others. Owner is not an agent for RCEB, and Owner shall not have the authority to execute any agreement on behalf of RCEB to incur any liability or indebtedness of any kind or nature in the name of or on behalf of RCEB, or to otherwise contractually bind RCEB in any manner.

25. Insurance. At all times during Owner's ownership of the Property, Owner shall purchase and maintain, throughout the term of this Agreement, (i) worker's compensation insurance in the amount required by California law, (ii) automobile liability insurance, (iii) and such other coverage that shall be reasonably requested from time to time by RCEB. In addition, Owner shall purchase and maintain throughout the term of this Agreement (i) property and casualty insurance for the Property, and (ii) commercial and general liability insurance in the amount of not less than \$1,000,000 per claim or \$2,000,000 in the aggregate for the Property, on an occurrence basis, during the period of this Agreement; provided, however, RCEB reserves the right to increase the liability limit under such insurance policy on not more than once during any three year period during the term of this Agreement, based on advice by its insurance broker(s) and commercially reasonable practices, provided that such increased limit is available on commercially reasonable terms. The commercial general liability insurance shall include endorsements for premises and operations liability and for broad form contractual liability. Insurers who are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide shall issue all insurance policies. All insurance policies (other than the workers' compensation policy) shall be endorsed to name "*Regional Center of the East Bay*" and the "*State of California Department of Developmental Services*" as an additional insured during the term of this Agreement, and Owner shall provide to RCEB a true and correct copy of the Named Additional Insured Endorsements on the Effective Date for the Property. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless RCEB is provided at least 30 days' prior written notice thereof. Owner shall also provide to RCEB a Certificate of Insurance annually, which certifies the existence of the insurance required under this Agreement. To the extent these provisions are not the same as the provisions

in the Deed of Trust regarding insurance, Owner shall comply with those provisions that most broadly protect RCEB.

26. Indemnification. The parties agree as follows with respect to indemnification:

26.1 Indemnification of RCEB. To the extent permitted by law, Owner shall indemnify, defend, and hold harmless RCEB and its representatives, officers, directors, agents, consultants and employees and their respective successors and assigns, including but not limited to the State of California and its agents and employees (collectively referred to as the “**RCEB Indemnified Parties**”), from any and all losses, costs, expenses, (including but not limited to reasonable attorney’s fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) death or injury to people or damage to property in connection with the negligent or willful acts, errors or omissions of Owner or any of its employees, agents, consultants or anyone employed by Owner to act on its behalf, (b) claims under workers’ compensation laws or other employee benefit laws by Owner’s or its agents or employees, (c) Owner’s failure to fulfill its obligations under this Agreement (including the documents incorporated by reference herein) in strict accordance with its terms, including Owner’s breach of any representations or covenants given in this Agreement, or (d) violation of any local, state, or federal law, regulation or code by Owner or by any of its respective employees, agents, consultants or subcontractors in connection with the conduct of its activities performed in connection with this Agreement. Notwithstanding the foregoing, Owner shall not be required to indemnify, defend or hold harmless any RCEB Indemnified Party to the extent such loss is solely caused by the active negligence or willful misconduct of such RCEB Indemnified Party.

26.2 Assumption of Defense. Owner shall assume the defense, at its sole expense, and with legal counsel acceptable to RCEB, of any claims or litigation as to which Owner has an indemnification obligation hereunder; RCEB shall cooperate with Owner and its counsel in the defense of any such claims, provided, however, that any reasonable out of pocket costs or expenses associated with such cooperation shall be reimbursed by Owner. If Owner fails to assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, the RCEB Indemnified Parties will have the right to assume their own defense, and Owner will reimburse the RCEB Indemnified Parties for any and all reasonable expenses (including, but not limited to attorney’s fees) incurred in defense of such claims or litigation, in addition to Owner’s other indemnity obligations thereunder. Owner shall control the defense and settlement of any claim; provided, however, if Owner fails to promptly assume the defense of any claim or litigation as to which it has or is determined to have had the obligation to indemnify, RCEB shall have such control.

26.3 Indemnification of Owner. To the extent permitted by law, RCEB shall indemnify, defend, and hold harmless Owner and its representatives, officers, directors, agents, consultants and employees and their respective successors and assigns (collectively referred to as the “**Owner Indemnified Parties**” and, together with the RCEB Indemnified Parties, the “**Indemnified Parties**”), from any and all losses, costs, expenses, (including but not limited to reasonable attorney’s fees), liabilities, claims, court costs, demands, debts, causes of action, fines, judgments and penalties which arise from or relate to (a) the active negligence or willful misconduct of RCEB, or (b) violation of any local, state, or federal law, regulation or code by RCEB or by any of its respective employees, agents, consultants or subcontractors in connection

with the conduct of its activities performed in connection with this Agreement. Notwithstanding the foregoing, RCEB shall not be required to indemnify, defend or hold harmless any party with respect to the active negligence or willful misconduct of any Owner Indemnified Party.

26.4 Survival of Provisions. The indemnities set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration or termination of this Agreement, until such time as action against all of the Indemnified Parties on account of any matter covered by such indemnity is barred by the applicable statute of limitations.

27. Breach; Remedies.

27.1 If a party (the “**Complainant**”) asserts that a violation of the provisions of this Agreement has occurred, it shall so inform the other party (the “**Breaching Party**”) in writing, stating the nature of such violation in detail (the “**Notice of Default**”) and giving the Breaching Party 30 days from receipt of such notice to cure such breach or failure. If the Breaching Party does not then cure the default within such 30-day period (or, if the default is not susceptible of cure within such 30-day period, the Breaching Party fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Complainant shall be entitled to terminate this Agreement (as provided below) as well as pursue any other rights afforded it in law or in equity (subject to the provisions below).

27.2 If the Complainant is RCEB, then RCEB may (i) withhold all or part of the unremitted CRDP Funds it may owe under this Agreement or under any other agreement between RCEB and Owner, until satisfactory corrective measures are taken by Owner; (ii) perform the task itself and at Owner’s expense; and/or (iii) terminate this Agreement without further notice if Owner fails to timely cure the violation described in the Notice of Default.

27.3 If the Complainant is Owner, then Owner may terminate this Agreement if RCEB fails to timely cure the violation described in the Notice of Default, and obtain recovery of its actual damages as its sole and exclusive remedy, subject to the limitations in Section 30 below.

27.4 If (i) the Owner fails to perform its obligations for the timely development of the Property, or (ii) after the Apartments are completed, the Owner ceases to enforce the conditions for occupancy by Consumers (other than as the result of a temporary cessation of use of the housing by Consumers due to casualty, or condemnation or lack of Consumer referrals from RCEB), then in addition to all of the other remedies available to RCEB hereunder or otherwise available at law or in equity, RCEB shall have the right to require immediate repayment of all CRDP Funds which RCEB had previously disbursed relating to such Property. In such event, Owner shall be obligated to repay all such funds to RCEB within 30 days following its receipt of a demand therefor from RCEB.

27.5 Notwithstanding any provisions in this Section 27 to the contrary, if RCEB has clear and convincing evidence of misconduct by Owner or its agents or employees that results in imminent danger to the health or safety of any Consumer, RCEB shall have the right and option to declare that Owner has committed a non-curable default. Circumstances which may constitute imminent danger to consumer health and safety include, but are not limited to: physical, emotional, or mental abuse, sexual misconduct, client abandonment or neglect, theft of a Consumer’s money

or property, violation of a Consumer's rights under the law, placing Consumers in physical danger, or any other circumstance that may bring potential physical or emotional harm to the Consumer. If any of the foregoing occur, RCEB may terminate this Agreement with 5 days written notice to Owner, subject to the provisions in Section 13 above.

27.6 A default by Owner under this Agreement shall, at RCEB's option, constitute a default by Owner under any other agreement between the parties. A default by Owner under any other agreement shall, at RCEB's option, constitute a default by the Owner under this Agreement.

28. Consequences of Termination. Upon the termination of this Agreement as a result of Owner's breach, Owner shall, immediately on request of RCEB, do all of the following: execute all documents and perform all other acts reasonably requested by RCEB to ensure a smooth transition of all of Owner's rights and responsibilities under this Agreement to the successor organization chosen by RCEB.

29. Specific Performance. The parties acknowledge that a breach of this Agreement by Owner will result in significant damages to RCEB, which are impossible or extremely difficult to determine, and that monetary damages would be an inadequate remedy for such breach. Further, Owner's failure to comply with these provisions could jeopardize the health and safety of RCEB's Consumers. As such, the parties agree that RCEB has the right to specifically enforce Owner obligations under this Agreement. Thus, RCEB may obtain a temporary restraining order, preliminary injunctive relief and permanent injunctive relief to require Owner to perform its obligations to RCEB, including but not limited to its obligation to execute all documents and perform all acts reasonably requested by RCEB to replace Owner with a successor organization chosen by RCEB.

30. Limitation on RCEB's Liability. Notwithstanding any provision to the contrary contained in this Agreement, RCEB's liability hereunder shall be limited to an amount equal to the lesser of \$250,000 or the aggregate dollar value of all CRDP Funds then previously received by the Owner under the terms of this Agreement. In addition, and again notwithstanding any provision to the contrary contained in this Agreement, in no event shall RCEB or any of its partners, subpartners or any of their respective officers, agents, servants, employees, and independent contractors be liable under any circumstances for injury or damage to, or interference with, Owner's business, including but not limited to, consequential damages, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

31. Books, Records and Other Information; Audits.

31.1 Delivery of Documents and Information. Upon RCEB's request, Owner shall promptly deliver to RCEB all information and documents relating to Owner or the Property that RCEB so requests, including but not limited to Owner's organizational documents, IRS approval of the Owner's 501(c)(3) status (if applicable), a current Certificate of Good Standing from the California Secretary of State, a list of current officers and board members, applicable corporate resolutions authorizing the signatory(ies) of this Agreement to sign this Agreement and other contracts relating to the Property, employee resumes and background experience,

certifications, budgets, financial statements, construction cost audit, and other information relating to the Property. RCEB must obtain such information and documents to comply with the CPP/CRDP Guidelines, so Owner shall provide such information and documents to RCEB for the Property on request.

31.2 Maintenance of Books and Records. Owner shall maintain and preserve, until three years after the service has been performed, any pertinent books, documents, papers, and records relative to this Agreement. Owner shall maintain audited financial records in accordance with generally accepted accounting principles, consistently applied.

31.3 Record Inspection and Audit. RCEB shall have the right to review and inspect all of Owner's records regarding services provided under this Agreement, in accordance with the provisions in California Code of Regulations (Title 17, Part II, Chapter 1, subchapter 6 and subchapter 18). An audit of Owner's records pertaining to this Agreement may be made by RCEB or any other third party authorized to conduct such an audit, for a period of three years after the termination of this Agreement. All audits will be conducted according to Title 17 regulations. Owner will be informed of the audit in writing and will be given a written report on the results of the audit once it is completed. Owner has the right to appeal any findings resulting from an audit. The specific appeal procedure will be communicated to Owner at the time the audit is announced.

31.4 The Owner's Reviews and Audits. This Section 31.4 shall only apply if all payments the Owner cumulatively receives from RCEB and other regional centers during the Owner's fiscal year (as determined on the commencement date of this Agreement) equals or exceeds \$500,000. Owner shall take the following actions:

31.4.1 The Owner shall, at the Owner's cost, cause an independent Certified Public Accountant to annually provide (i) an independent audit of the Owner's financial statements (or, if the Owner qualifies based on the terms in the statute, an independent review report in lieu of an audit); and (ii) a copy of either the annual audit results (the "**Audit Report**") or the review results (the "**Review Report**") to RCEB.

31.4.2 If the Owner engages an independent Certified Public Accountant to review (but not audit) the Owner's financial statements, (i) the review shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(e); and (ii) the Review Report shall, at minimum, comply with the provisions set forth in Welfare and Institutions Code Section 4652.5(f).

31.4.3 The Owner shall commence the independent audit or review within 120 days after the end of the Owner's fiscal year. The Owner shall complete the audit or review within 9 months after the end of the Owner's fiscal year and provide RCEB with audited financial statements within 120 days of the fiscal year end.

31.4.4 In accordance with Welfare and Institutions Code Section 4652.5(b), the Owner shall provide copies of the independent Audit Report or Review Report to RCEB within 30 days after completion of the audit or review.

31.4.5 If RCEB believes that any issues identified in the Audit Report or Review Report have an impact on services the Owner provides to RCEB's Consumers, RCEB will

so notify the Owner and provide the Owner with 30 days to resolve such issues. The Owner's failure to resolve such issues to RCEB's reasonable satisfaction within such 30-day period shall constitute a material breach of this Agreement. As a result of such uncured breach, RCEB may, among its other remedies, terminate this Agreement.

32. The Funding Contingency. Notwithstanding anything in this Agreement to the contrary, RCEB's obligation to remit funds under this Agreement is conditioned on RCEB's receipt of adequate funds from DDS to pay for such costs (the "**Funding Contingency**"). The Funding Contingency is a part of this Agreement because RCEB's annual funding agreement with DDS provides that such funding agreement is subject to the appropriation of funds by the Legislature, and that if such funds are not appropriated for any fiscal year into which such funding agreement extends, the funding agreement is of no force and effect. RCEB shall therefore have the right and option to terminate this Agreement on 60 days' notice to Owner, without liability, and such termination shall be deemed a failure of the Funding Contingency, if DDS for any reason fails to deliver the CRDP Funds. If there is a failure of the Funding Contingency, then (i) RCEB shall have no liability to pay funds to the Owner under this Agreement or to furnish any other consideration under this Agreement and (ii) neither party shall be obligated to further perform any provisions of this Agreement (other than those obligations intended to survive termination of this Agreement).

33. Non-Discrimination. Neither party to this Agreement shall discriminate against any employee or applicant for employment on account of age, genetic information/characteristics, marital status, medical condition (including cancer or record or history of cancer), or AIDS/HIV status, mental or physical disability, national origin and ancestry (including language use restrictions), pregnancy/perceived pregnancy, sex/gender including: gender identity or gender expression (this includes transgender status and those who are transitioning or have transitioned), race and color, religion, sexual orientation and military and veteran status.

33.1 Employee Rights. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2 Administration, Division 4.1 Department of Fair Employment and Housing) and the provisions of Article 9.5, Chapter 1 (Government Code, Sections 11135-11139.5). Owner shall permit access by representatives of the Department of Fair Employment and Housing, and RCEB, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as DDS or RCEB shall require to ascertain compliance with this clause. Owner shall give written notice of its obligations under this clause to labor organizations.

34. HIPAA Compliance. Under this Agreement, "**HIPAA**" means the federal Health Insurance Portability and Accountability Act (Pub. L. No. 104-191), the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Owner may have access to "protected health information," including but not limited to "individually identifiable health information,"

and is therefore a “Business Associate” as those terms are defined in HIPAA. As such, concurrently with its execution of this Agreement, Owner shall execute the “*Business Associate Agreement – Contractor*” attached to this Agreement and incorporated herein as Exhibit C (together with that California Public Records Act Business Associate Addendum, attached to this Agreement and incorporated herein as Exhibit D).

35. Copyrights And Patents. To the extent any of Owner’s activities result in the invention or development of copyrightable materials, the State of California has the right to freely manufacture, reproduce, publish, use and/or distribute all inventions and copyrightable materials which were developed by or for Owner using funds provided by the State of California. To the extent applicable, Section 14 of Article I of the Regional Center Master Contract between RCEB and the State of California is incorporated herein by this reference.

36. Cooperation; Adequate Staffing. Owner shall meet as often as RCEB determines necessary and shall work collaboratively with any RCEB staff regarding the renovation and development of the Property. Owner agrees that it will supply staff sufficient in numbers to satisfactorily carry out the terms of this Agreement.

37. Compliance with Law. Owner shall at all times comply in all material respects with all local, California and Federal statutes, laws, and regulations applicable to them, and shall render services in accordance with the applicable provisions of all laws (including but not limited to Welfare and Institutions Code, Division 4.5, Services for the Developmentally Disabled [Lanterman Developmental Disabilities Services Act], and Calif. Code of Regs. Title 17, Division 2, Health and Welfare Agency [Department of Developmental Services]). Any provisions of this Agreement that conflict with any law is hereby amended to conform to the provisions of those statutes and regulations. Such amendments to the Agreement shall be effective on the effective date of the statute or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing or expressly agreed to by the parties. No provision of this Agreement shall not be construed to excuse compliance with all applicable laws.

38. Permits and Licenses. Owner and its employees and agents shall secure and maintain throughout the term of this Agreement, any and all valid permits and licenses as required by law for the execution of the services described in this Agreement.

39. Zero Tolerance Policy For Consumer Abuse And Neglect. Owner shall ensure all of its employees are fully informed upon hire, and annually thereafter, about RCEB’s Zero Tolerance Policy for Abuse or Neglect, pursuant to the Elder Abuse and Dependent Adult Civil Protection Act (California WIC section 15600-15675), and Child Abuse and Neglect Reporting Act (California Penal Code sections 11164-11174.3). A hyperlink to such policy is posted on the transparency section of RCEB’s website at: <https://www.rceb.org/sites/main/files/file-attachments/zerotolerancepolicy.pdf>. Any Owner employee or agent who fails to report Consumer abuse or neglect may be subject to penalties defined in law (WIC, section 15630(h)). In addition, upon becoming aware of a reportable incident or allegation of abuse or neglect of a Consumer, Owner shall take immediate action to protect the health and safety of the involved Consumer and all other Consumers. Owner shall ensure its staff have knowledge of the signs of Consumer abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing

to follow the law or adhere to RCEB's Zero Tolerance Policy. Owner's failure to comply with the policy and the abuse/neglect reporting laws is considered a material breach of this Agreement.

40. Drug-Free Workplace. During the term of this Agreement, Owner shall maintain and enforce a drug-free workplace policy. Neither Owner or its employees shall unlawfully manufacture, distribute, dispense, possess or use "controlled substances" (as defined in 21 U.S.C. Section 812), at any of its facilities or work sites. Violation of this provision shall constitute a material breach of this Agreement.

41. Attorney's Fees. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree, shall pay the attorneys' fees and costs of the prevailing party (including, without limitation, such costs, expenses and fees on any appeal), and if such prevailing party shall recover judgment if any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

42. Severability. If any provision of the Agreement is held to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall remain in full force and effect.

43. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and it supersedes all prior agreements, contracts, representations and understandings of the parties, either oral or written, relating to the subject matter of this Agreement, including any other housing agreements to the extent they concern housing intended to be paid for in full or part with DDS Community Resource Development Plan funds. In addition to the foregoing, the parties may enter into start-up contracts and other agreements in the future relating to matters covered by this Agreement; in such event, (i) such contracts and agreements shall remain subject to the terms of this Agreement and (ii) if any inconsistency exists between such contracts and agreements and this Agreement, the terms of this Agreement shall govern. If any part of this Agreement is in conflict with the Regulatory Agreement, the Regulatory Agreement supersedes this Agreement.

44. Amendment. No supplement, modification, understanding, verbal agreement, or amendment of this Agreement shall be binding unless executed in writing by RCEB and Owner.

45. No Waiver. No waiver by RCEB of Owner breach of any provision of this Agreement shall constitute a waiver by RCEB in the future of the same or any other subsequent breach by Owner. RCEB's failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No custom or practice that may develop among the parties in the course of administering this Agreement shall be construed to waive any party's right to insist upon the strict performance by the other party of any obligation in the Agreement. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

46. Address for Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) mailed by a nationally recognized overnight mail carrier or certified or registered mail, postage prepaid, to the parties at

such address as each of them, by notice to the other, may designate from time-to- time, or (iii) delivered by e-mail to such addressee(s) as each of them, by notice to the other, may designate from time-to- time. Any written document will be deemed delivered either (a) on the day of the delivery in person, (b) the next business day if delivered by overnight carrier, (c) two business days after the mailing of such document by certified or registered mail or (d) when delivered by electronic mail transmission during normal business hours of a business day (provided that any email delivered after 4:00PM shall not be considered delivered until the next business day). All notices shall be addressed as follows:

To RCEB:

Regional Center of the East Bay
Attn: Steve Robinson,
Director, Community Services
500 Davis Street
San Leandro, CA 94577
Email: srobinson@rceb.org and
vendorization@rceb.org

To Owner:

NDC Rumrill Comons, LP,
Attn: Iman Novin,
President & CEO, Novin Development Corp.
1990 N. California Blvd. STE# 1060
Walnut Creek, CA 94596
Email: novin@novindevelopment.com

or to such other address as either party may designate to each other in accordance with the provisions of this section.

47. Further Assurances. The parties acknowledge that this Agreement reflects a new housing model for Consumers in California, and it is therefore not possible to precisely identify all matters that should be addressed by this Agreement. As such, Owner agrees to enter into amendments to this Agreement which do not materially increase its obligations hereunder at the request of RCEB from time to time, to further reflect and refine the parties' rights and obligations. Owner shall also take all actions and execute all documents necessary or appropriate to perform its obligations hereunder.

48. No Liability by State of California. Any and all funding from the State of California (the "State") used by RCEB in the performance of its obligations under this Agreement is subject to appropriation in the annual California State Budget Act by the State Legislature. Thus, (i) this Agreement is subject to termination without further liability if funding is not appropriated for these purposes by the State Legislature; (ii) RCEB does not act as an agent of the State; (iii) RCEB does not have the authority to commit State funding under this Agreement unless funds are appropriated to it by the State Legislature, either in the State Budget Act or otherwise; and (iv) the State is not a party to this Agreement and provides no assurances or commitments as to the availability of State funding during any portion of the term of this Agreement.

49. Time of the Essence. Time is the essence with respect to the obligations under this Agreement.

50. California Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California. The venue for any action filed to enforce or interpret this Agreement shall be in San Leandro, California.

51. Counterparts; Delivery. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

Executed in Walnut Creek, California, as of the date first written above.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO

Exhibits:

Exhibit A: DDS Approval

Exhibit B: Multifamily Budget

Exhibit C: Business Associate Agreement

Exhibit D: California Public Records Act Business Associate Agreement Addendum

Exhibit A

(DDS Approval)



PETE CERVINKA
DIRECTOR

State of California—Health and Human Services Agency
Department of Developmental Services
1215 O Street, Sacramento, CA 95814
www.dds.ca.gov



GAVIN NEWSOM
GOVERNOR

October 23, 2025

Rebecca Nanyonjo, Executive Director
Regional Center of the East Bay
500 Davis Street, Suite 100
San Leandro, California 94577

Dear Ms. Nanyonjo:

Approval of Fiscal Year (FY) 2025–26 Community Placement Plan (CPP)/Community Resource Development Plan (CRDP)

The Department of Developmental Services (Department) is pleased to inform you of the approval of a project submitted under Regional Center of East Bay's (RCEB) FY 2025–26 CPP/CRDP. Details of the approved project are as follows:

RCEB-2526-1

The Department authorizes RCEB to use up to \$1,500,000 in FY 2025–26 CRDP Acquisition Start-Up funds to develop the Rumrill Commons project by Novin Development, to be located at 1820 Rumrill Boulevard, San Pablo, California 94806. This project will include 40 units, with 10 units set aside for individuals with intellectual and developmental disabilities. The 10 units will consist of three studio units, three two-bedroom units, and four three-bedroom units, all at 30 percent Area Median Income. RCEB will not alter any portion of its proposed use of the Start-Up funds without prior written approval from the Department.

Should you have any questions or require further clarification, please contact John Paul Pascual, Office of Community Development, at (916) 654-3340 or via email at johnpaul.pascual@dds.ca.gov.

Sincerely,

ANGELA MUNOZ
Assistant Deputy Director
Office of Community Development

cc: Steve Robinson, Regional Center of the East Bay
Heather Jacobs, Regional Center of the East Bay
Jeff Nagafuji, Regional Center of the East Bay
Julia Kim, Department of Developmental Services
Nekea Soomal, Department of Developmental Services
Murphy Martinenko, Department of Developmental Services
Tracy Thach, Department of Developmental Services

Exhibit B

Multifamily Development Budget –

Construction Period Sources

Lien #	Loan Type	Lender	Construction Amount
1	Construction Loan - Tranche A	TBD	\$ 18,926,926
2	Construction Loan - Tranche B	TBD	\$ 4,599,324
3	City Land Donation	City	\$ 2,064,750
4	City of San Pablo Purchase Money Note	City	\$ 935,250
5	Deferred Impact Fees	City	\$ 397,992
6	City of San Pablo Loan	City	\$ 1,000,000
7	City of San Pablo - Existing Capital Improvements	State	\$ 73,001
8	Contra Costa County - Measure X	Contra Costa County	\$ 2,500,000
9	Contra Costa County - PLHA	Contra Costa County	\$ 1,650,000
10	East Bay Regional Center	CRDP	\$ 1,500,000
11	GP Equity (from non-cash dev fee)		\$ 100
12	Tax Credit Investor Proceeds		\$ 1,652,210
13	Deferred Developer Fee		\$ -
Total Sources			\$ 35,299,553
Total Development Costs			\$ 35,299,553

Exhibit C

BUSINESS ASSOCIATE AGREEMENT - CONTRACTOR

This Business Associate Agreement - Contractor (“**Agreement**”), effective as of June 30th, 2026, is entered into by and between Regional Center of the East Bay, Inc., a California nonprofit public benefit corporation (“**RCEB**”), and NDC Rumrill Commons LP, a California limited partnership (“**Owner**”). Owner and RCEB are each referred to herein as a “**Party**,” and collectively, the “**Parties**.” The Parties enter into this Agreement in accordance with the following facts:

A. RCEB arranges for the provision of services to individuals with developmental disabilities (“**Consumers**”). In providing its services, RCEB acts as a Business Associate of the California Department of Developmental Services (“**Covered Entity**”). As a necessary part of arranging services to Consumers served by Covered Entity, RCEB may have access to Protected Health Information (“**PHI**”) as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), and its Privacy and Security Rules.

B. Owner is, or desires to be, vendorized by RCEB to provide services to RCEB’s Consumers. Once Owner is vendorized, RCEB may elect to enter into one or more agreements with Owner (each, a “**Service Provider Agreement**”) to provide specific services to specific Consumers.

C. Under each Service Provider Agreement, it is anticipated that Owner may receive and use PHI from and related to RCEB’s Consumers.

D. The purpose of this Agreement is to comply with the requirements of HIPAA, its associated regulations (45 CFR Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), as these laws may be amended, as well as any state law(s) or regulation(s) governing the privacy and security protections of confidential information created or received by Owner pursuant to each Service Provider Agreement.

In consideration of the following mutual covenants, the Parties therefore agree as follows:

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in HIPAA and its Privacy and Security Rules.

2. **OBLIGATIONS AND DUTIES OF Owner.**

2.1 **General.** Owner agrees not to use or disclose any Consumer’s PHI other than as permitted or required by this Agreement or by applicable law.

2.2 **Safeguard.** In accordance with 45 CFR Part 164, Subpart C and 45 CFR §164.314(a)(2)(i)(A)&(B), Owner agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of any Consumer’s PHI, including Electronic PHI other than as provided for by this Agreement.

2.3 Standard Transactions. Under HIPAA, the US Department of Health and Human Services has adopted certain standard transactions for the electronic exchange of health care data (“**Standard Transactions**”). If Owner conducts any Standard Transactions on behalf of Covered Entity or RCEB, Owner shall comply with the applicable requirements of 45 C.F.R. Parts 160-162. Owner acknowledges that as of the effective date of this Agreement it may be civilly and/or criminally liable for failure to comply with the safeguards, policies, and procedure requirements, or any of the use and disclosure requirements, established by law.

2.4 Mitigation. Owner agrees to mitigate, to the extent practicable and appropriate, any harmful effect that is known to Owner of a use or disclosure of PHI by Owner in violation of the requirements of this Agreement.

2.5 Agents; Subcontractors. Owner agrees to ensure that its agents, including any subcontractor, to whom it provides PHI received from, or created or received by Owner on behalf of Covered Entity or RCEB, agrees to the same restrictions and conditions applicable to Owner with respect to such information.

2.6 Access to PHI by Covered Entity, RCEB or Consumer. Consumers have a right to access their PHI in a designated record set. A “**Designated Record Set**” is defined at 45 CFR 164.501 as a group of records maintained by or for a Covered Entity that comprises the (i) medical records and billing records about Consumers maintained by or for a Covered Entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) other records that are used, in whole or in part, by or for the Covered Entity to make decisions about Consumers. The term “**record**” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity. If applicable, and upon request by Covered Entity or RCEB, Owner agrees to provide access to Covered Entity, RCEB or to a Consumer as directed by Covered Entity or RCEB, the PHI in a Designated Record Set within fifteen (15) days in order to meet the requirements under 45 C.F.R. section 164.524. In addition, as of the effective date of this Agreement, with respect to information contained in an Electronic Health Record, Owner will provide access to such records in electronic format.

2.7 Amendments to PHI. If applicable, Owner agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity or RCEB pursuant to 45 C.F.R. section 164.526, and as requested by the Covered Entity, RCEB or a Consumer, within fifteen (15) days of receipt of a request. Any denials, in whole or in part, of requested amendments shall be made by Owner in accordance with 45 C.F.R. section 164.526.

2.8 Audit. Owner agrees that the Secretary of the Department of Health and Human Services (the “**Secretary**”) shall have the right to audit Owner’s internal records, books, policies, and practices relating to the use and disclosure of PHI received from, or created or received by Owner on behalf of Covered Entity or RCEB, in a time and manner agreed to by the Parties, or as otherwise designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Privacy Rule.

2.9 Documentation of Disclosed Information. Owner agrees to document disclosures of PHI, and information related to such disclosures (collectively, “**Disclosed**

Information”), as would be required for Covered Entity or RCEB to respond to a request by Consumer for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528, as amended from time to time. Owner hereby agrees to take reasonable steps to enable it to comply with the requirements of this section and to notify RCEB of any such requests. Owner shall promptly notify RCEB of the existence of any Disclosed Information.

2.10 Disclosure Accounting; Retention. Owner agrees to provide Disclosed Information to Covered Entity, RCEB or to Consumer at Covered Entity’s or RCEB’s request, within fifteen (15) days of such request, in order to permit Covered Entity to meet its obligations in accordance with 45 CFR section 164.528. Owner shall maintain Disclosed Information for six (6) years following the date of the event or incident to which such information relates.

2.11 Privacy or Security Breach.

2.11.1 In accordance with applicable law, Owner agrees to give written notice (an “**Incident Notice**”) to Covered Entity and RCEB of any (a) use or disclosure of PHI that is not in compliance with the terms of this Agreement, of which it becomes aware (“**Breach**”) and (b) attempted or actual Security Incident (collectively with a Breach, an “**Incident**”). An Incident Notice shall be made without unreasonable delay and, in no event, later than twenty four (24) hours after discovery of such Incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security as described in 45 C.F.R. § 164.412. In addition, an Incident Notice shall include (to the extent possible) the following information:

(a) identification of each Consumer whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Incident;

(b) the circumstances constituting and, to the extent relevant, surrounding the Incident (including, without limitation, the individual(s) causing the Incident and the person(s) receiving or accessing the PHI), the date of the Incident and date of discovery;

(c) the PHI affected or disclosed by the Incident on an individual Consumer-by-individual Consumer basis;

(d) the steps Owner is taking to investigate and correct the Incident, mitigate harm or loss to affected Consumers, and protect against future similar Incidences,

(e) the actions which Consumers affected by the Incident should take to protect their interests; and

(f) a contact person for additional information.

2.11.2 Owner shall cooperate with Covered Entity and RCEB in the investigation of the Incident, and in conducting any risk assessment necessary to determine whether notification of the Incident is required, and shall maintain, and provide at the direction of RCEB or Covered Entity, all reasonable and appropriate documents, files, records, or logs related

to the Incident. For purposes of discovery and reporting of an Incident, Owner agrees that it shall not be the agent of RCEB.

2.11.3 To the extent that any Incident involves a Breach of Unsecured PHI, and upon the request of RCEB or Covered Entity, Owner shall provide notice to impacted Consumers, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, Owner shall provide RCEB and Covered Entity with a reasonable opportunity to review and comment on such notice. Owner shall maintain complete records regarding the Incident, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to RCEB and Covered Entity. Owner shall also provide to Consumers affected by the Incident, upon the request of the Covered Entity or RCEB, such remedies as may be reasonably necessary or appropriate to mitigate the deleterious effects of the Incident including, without limitation, provision of credit report monitoring for a reasonable period of time. Any such remedies provided by Owner pursuant to this section shall be at the sole expense of Owner.

2.11.4 Notwithstanding Section 2.11.3 above, if RCEB or Covered Entity elects to provide the notice referenced in Section 2.11.3, Owner shall promptly provide to RCEB and Covered Entity, the information required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408, to the extent not previously provided in an Incident Notice.

2.11.5 Any annual notification to the Secretary as required under 42 U.S.C. § 17932(e) and 45 C.F.R. § 164.408(c), shall be provided by Covered Entity or RCEB, unless Covered Entity or RCEB directs Owner to provide such notice within fifteen (15) days after the close of the calendar year. Owner shall provide RCEB and Covered Entity a copy of the annual notification before it is provided to the Secretary sufficiently in advance of the due date to permit Covered Entity or RCEB to revise the notification as may be appropriate.

2.12 Genetic Information. Owner shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Nondiscrimination Act and prohibited under the HIPAA Privacy & Security Rules.

2.13 Compliance. Owner shall comply with all other privacy and security requirements made applicable to it by HIPAA, the HITECH Act and the HITECH Rules as promulgated by the Secretary. In addition, Owner shall comply at all times with the requirements imposed on Covered Entity, RCEB and Owner by state health information privacy laws including, without limitation, the Confidentiality of Medical Information Act (Cal. Civ. Code §56 *et seq.*) and the Lanterman-Petris-Short Act (Cal. Welfare & Inst. Code §5000 *et seq.*)

3. PERMITTED USES AND DISCLOSURES BY Owner.

3.1 Business Relationship Activities. Except as otherwise limited in this Agreement, Owner may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and RCEB as specified in the ongoing contractual relationships among the Parties and Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Rule or Security Rule if done by Covered Entity, nor violate the minimum necessary

policies and procedures of the Covered Entity. For this purpose, the determination of what constitutes the “**minimum necessary**” amount of PHI shall be determined in accordance with 45 C.F.R. section 164.502(b), as amended by section 13405 of the HITECH Act. Without limitation of the foregoing, Owner shall limit the use, disclosure, or request of PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. §164.514(e)(2)) or, if needed by Owner, to the minimum necessary amount of PHI to satisfy the requirements of each applicable Service Provider Agreement.

3.2 Management and Administration of Owner. Except as otherwise limited in this Agreement, Owner may disclose PHI for the proper management and administration of Owner, provided that disclosures are Required by Law, or Owner obtains reasonable assurances from the person to whom the information is disclosed that such PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Owner and RCEB within one (1) day of discovery of any Incident.

3.3 Data Aggregation. Except as otherwise limited by this Agreement, Owner may disclose PHI to provide Data Aggregation services to Covered Entity or RCEB as permitted by 45 CFR 164.504(e)(2)(i)(B). Any aggregated data will be de-identified in compliance with 45 C.F.R. 164.502(d) before it is disclosed. Owner agrees that it will not disclose any re-identification key or other mechanism to re-identify the data.

3.4 Remuneration. Owner shall not directly or indirectly receive remuneration in exchange for any PHI unless informed by RCEB or Covered Entity that Covered Entity has first obtained a valid authorization from the applicable Consumer that specifically allows PHI to be further exchanged for remuneration by the entity receiving such PHI, or the receipt of such remuneration complies with an otherwise available exception under HIPAA or the HITECH Act.

3.5 Violations of Law. Owner may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

4. **OBLIGATIONS AND DUTIES OF RCEB.**

4.1 Notice of Privacy Practices. RCEB shall inform Owner of any limitation(s) in Covered Entity’s or RCEB’s notice of privacy practices in accordance with 45 C.F.R. section 164.520, to the extent that such limitation(s), if any, may affect Owner’s use or disclosure of PHI. RCEB may satisfy this requirement by providing Owner with the notices of privacy practices that Covered Entity and RCEB delivers in accordance with 45 C.F.R. section 164.520, as well as any changes to such notice.

4.2 Notice to Consumers of Permission. RCEB shall notify Owner of any changes in, or revocation of, permission by a Consumer to use or disclose PHI which RCEB receives from Covered Entity, to the extent that such changes may affect Owner’s use or disclosure of PHI.

4.3 Notice of Other Restrictions. RCEB shall notify Owner of any restriction to the use or disclosure of PHI which RCEB receives from Covered Entity to which Covered Entity has agreed in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Owner’s use or disclosure of PHI.

4.4 Impermissible Requests. RCEB shall not request Owner to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by RCEB or Covered Entity.

5. TERM AND TERMINATION.

5.1 General. This Agreement shall remain in effect for so long as RCEB and Owner are parties to one or more Service Provider Agreements and shall terminate when all of the PHI provided to Owner, or created or received by Owner, is destroyed or returned to RCEB or Covered Entity. If it is infeasible to return or destroy PHI as set forth above, the terms of this Agreement shall be extended to such PHI in perpetuity, in accordance with the termination provisions set forth below.

5.2 Termination for Cause. RCEB may terminate this Agreement for cause upon discovery of a material breach by Owner as follows:

5.2.1 RCEB shall provide an opportunity for Owner to cure the breach within ten (10) days from the date RCEB provides Owner notice of the breach, or such longer period as may be reasonably agreed to by the Parties. If Owner does not cure the breach within the cure period, then RCEB may immediately terminate this Agreement and any related Service Provider Agreement(s) in place between the Parties; or

5.2.2 RCEB may immediately terminate this Agreement, and any related Service Provider Agreement(s) in place between the Parties, if Owner has breached a material term of this Agreement and cure is not possible; or

5.2.3 If neither termination nor cure is feasible, RCEB shall report the violation to Covered Entity and the Secretary.

5.3 Return of PHI. Upon termination:

5.3.1 Except as provided in paragraph 5.3.2 of this section, upon termination of this Agreement for any reason, Owner shall return or destroy all PHI received from Covered Entity or RCEB, or created or received by Owner on behalf of Covered Entity or RCEB. This provision shall apply to PHI that is in the possession of subcontractors or agents of Owner. Owner shall retain no copies of the PHI.

5.3.2 If Owner determines that returning or destroying the PHI is not feasible or practicable, Owner shall provide to Covered Entity and RCEB notification of the conditions that make return or destruction impossible or impracticable. Upon such notification, Owner shall extend the protections of this Agreement to any retained PHI received hereunder and limit any further uses and disclosures to those purposes that make the return or destruction of the information impossible or impracticable for so long as Owner maintains such PHI.

6. GENERAL PROVISIONS.

6.1 Notice. All notices, requests, and other communications given under this Agreement, shall be in writing and deemed duly given: (a) when delivered personally to the

recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices, requests or communications under this Agreement shall be addressed to the intended recipient as set forth below:

To RCEB:
Regional Center of the East Bay, Inc.
Attention: Genia Lindberg
500 Davis Street, Suite 100
San Leandro, CA 94577

To Owner:
NDC Rumrill Commons LP
Attn: Iman Novin
1990 N. California Blvd. STE# 1060
Walnut Creek, CA 94596

6.2 Regulatory References. A reference in this Agreement to any section in the HIPAA Privacy Rule or Security Rule, or the HITECH Act, means the section as presently in effect or as amended.

6.3 Amendment. The Parties agree to take reasonable action to amend this Agreement from time to time as is necessary for all Parties to comply with the requirements of HIPAA, the HITECH Act, and all related, applicable state and federal laws.

6.4 Survival. The respective rights and obligations of Owner under Sections 5 and 6 of this Agreement shall survive termination of this Agreement.

6.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Privacy Rule and Security Rule, and the HITECH Act. If there is an inconsistency between the provisions of this Agreement and mandatory provisions of these statutes, the applicable statutory language shall control. Where provisions of this Agreement are different than those mandated by the applicable statutes, but are nonetheless permitted under the law, the provisions of this Agreement shall prevail.

6.6 Rights. Except as expressly stated herein, or the Parties to this Agreement do not intend to create any rights in any third parties, unless such rights are otherwise irrevocably established under HIPAA, or any other applicable law.

6.7 Assignment. No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except both Parties may assign this Agreement to any successors in interest, provided the assignor promptly notifies the other Party of such assignment.

6.8 Independent Parties. Owner and its agents and employees, in performance of this Agreement, shall act in an independent capacity in the performance of this Agreement and not as officers or employees or agents of RCEB or Covered Entity. Owner shall be wholly responsible for the manner in which Owner and its employees perform the services required of Owner by the terms of this Agreement. Owner shall not be, or in any manner represent, imply or hold itself out to be an agent, partner or representative of RCEB. Owner has no right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied, for or

on behalf of RCEB. The only relationship between Owner and RCEB is that of independent contractors and neither shall be responsible for any obligations, liabilities, or expenses of the other, or any act or omission of the other, except as expressly set forth herein.

6.9 Indemnity. Owner agrees to indemnify, defend and hold harmless RCEB and Covered Entity, and their respective employees, directors, officers, agents, subcontractors, or other members of their workforce (collectively, “**Indemnitees**”) against all claims, demands, losses, damages or liability of any type or kind whatsoever, arising from or in connection with any breach by Owner of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions of Owner, including failure to perform its obligations under the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule, HITECH or other state or federal health information privacy laws by Owner. Accordingly, on demand, (i) Owner at his own expense and risk, shall defend any suit, claim, action, legal proceeding, arbitration, or other mediation proceeding (each, an “**Action**”), that may be brought against the Indemnitees or any of them on any such claim or demand as set forth above (the Indemnitees need not have first paid any such claim in order to be so indemnified) and (ii) Owner shall reimburse Indemnitees for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon Indemnitees as a result of any Action, with counsel reasonably satisfactory to RCEB. This Section shall survive the expiration or termination of this Agreement for any reason. Notwithstanding the foregoing, Owner shall not be required to indemnify, defend or hold harmless any party with respect to the gross negligence or willful misconduct of any Indemnitee.

6.10 Interpretation; Venue; Jurisdiction. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of California. All actions between the Parties shall be venued in the state or district courts of the County of Alameda.

6.11 Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, nor shall such action prohibit enforcement of any obligation on any other occasion.

6.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In addition, if either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, or the HITECH Act, such Party shall notify the other in writing. For a period of up to thirty (30) days, the Parties shall engage in good faith discussions about such concern and, if necessary, amend the terms of this Agreement so that it complies with the law. If the Parties are unable to agree upon the need for amendment, or the amendment itself, then either Party has the right to terminate this Agreement upon 30 days’ written notice to the other Party.

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6.13 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Agreement delivered by fax or in a PDF email file shall be deemed the same as originals.

Executed in Walnut Creek, California, as of the date first written above.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO

Exhibit D

CALIFORNIA PUBLIC RECORDS ACT BUSINESS ASSOCIATE ADDENDUM

I. Acknowledgment of Public Records Obligations

As of January 1, 2026, Regional Center of the East Bay, Inc. (“RCEB”), is subject to the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.) (“CPRA”). Business Associate acknowledges that records maintained by RCEB may be subject to public disclosure unless an exemption applies.

II. Cooperation in Responding to Requests

Business Associate shall cooperate fully with RCEB in responding to any CPRA request that involves information provided by Business Associate. Upon request, Business Associate shall promptly identify any portions of such records that it believes are exempt from disclosure under applicable law.

III. Designation of Confidential Information

Business Associate shall clearly mark any documents or data provided to RCEB that it considers proprietary, trade secret, or otherwise exempt from disclosure. Business Associate shall also provide a written statement specifying the legal basis for such exemption.

IV. Protection of Protected Health Information & Consumer Information

Nothing in this Section shall require RCEB to disclose: (i) Protected Health Information (“PHI”); (ii) information related to the delivery of services to identifiable Consumers as defined in the Lanterman Act; or (iii) other information protected from disclosure under HIPAA, state privacy laws, or other applicable confidentiality statutes. RCEB will assert all applicable exemptions to protect any PHI, Consumer records, and other legally protected information from disclosure.

V. Notification Prior to Disclosure

Covered Entity will make reasonable efforts to notify Business Associate prior to releasing any records that Business Associate has designated as confidential, to allow Business Associate to seek judicial relief if desired.

VI. Vendor Responsibilities

Vendor (as a Business Associate) acknowledges that it bears full responsibility for identifying and designating any information it provides to RCEB that it considers proprietary, trade secret, confidential, or otherwise exempt from disclosure under the California Public Records Act (“CPRA”). Vendor shall clearly mark such information at the time of submission and provide RCEB with a written explanation identifying the specific legal basis for each claimed exemption. If RCEB receives a CPRA request that may involve Vendor’s trade secrets or confidential information, RCEB will make reasonable efforts to notify the Vendor by email, mail, and phone prior to any disclosure, allowing Vendor an opportunity to assert its claims or seek judicial relief.

Failure by the Vendor to timely designate or substantiate its claims may result in disclosure as required by law.

This Section establishes the mutual obligations of RCEB and the Vendor to cooperate in responding to CPRA requests, ensure legal compliance, and appropriately balance public transparency with the protection of proprietary and confidential information. While RCEB retains final authority regarding disclosure decisions, it will act consistent with applicable exemptions and privacy protections under state and federal law.

Executed in Walnut Creek, California, as of the date of the Business Associate Agreement – Contractor, of which this Addendum is a part of and hereby incorporated there into.

RCEB:

Regional Center of the East Bay, Inc.,
a California nonprofit public benefit corporation

By: _____
Rebecca Nanyojo, Executive Director

Owner:

NDC Rumrill Commons LP,
a California limited partnership

By: NDC Contra Costa LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Manager

By: _____
Iman Novin, President and CEO

**Regional Center of the East Bay
Contracts for Board Review/Approval**

Date submitted to RCEB Board for review

Date approved by RCEB Board Executive Committee (if applicable)

Date approved by RCEB Board

Operations

Purchase of Service

The following contracts have been reviewed by Shannon Barnes, Interim CFO and Rebecca Nanyonjo, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

Purpose of Contract	Consumers Served (if applicable)	Contractor Name	Term of Contract	Rate of Reimbursement	NOTES:
Line of credit with US Bank	N/A	US Bank National Association	06/1/2026-08/29/2026	\$85,000,000 Committed line of credit	This contract represents the committed line of credit with US Bank from June 2, 2026 to August 29, 2026 for RCEB to borrow funds as needed.
			09/1/2026-05/29/2027	\$85,000,000 Uncommitted line of credit	This contract represents the uncommitted line of credit with US Bank from September 1, 2026 to May 29, 2027 for RCEB to borrow funds as needed.
For both line of credits, •Interest: SOFR + 1.5% (06/10/2026 SOFR - 3.6%) •Default Rate: Prime + 5% •Loan origination fee: None •Non-usage fee: None					

**AUTHORIZATION TO OBTAIN CREDIT, GRANT
SECURITY, GUARANTEE OR SUBORDINATE**

RECITALS

A. Regional Center of the East Bay, Inc., a non-profit corporation duly organized and existing under the laws of California with its principal place of business at 500 Davis Street, San Leandro, CA 94577 (the "Business") desires to obtain present or future credit from, grant security to, or give guaranties or subordinations to U.S. Bank National Association (together with its successors and assigns, "Bank").

B. The Business desires that certain person(s) be authorized to act on its behalf from time to time in obtaining, among other things, such credit from, granting security to, or giving guaranties or subordinations to, Bank.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. Authorization. Any two (2) of the following is/are authorized and directed, in the name and on behalf of the Business, from time to time, with or without security, to enter into agreements with and to obtain credit and other financial accommodations from Bank, or to give guaranties or subordinations to Bank, upon such terms as any such person(s) shall approve and to execute and deliver any and all requests, agreements, instruments and documents related thereto:

<u>Title(s):</u>	<u>Name(s):</u>	<u>Signature(s):</u>
<u>Executive Director</u>	<u>Rebecca Nanyonjo</u>	_____
<u>Chief Financial Officer</u>	<u>Lynn Nguyen</u>	_____
<u>President, RCEB Board of Directors</u>	<u>Frank Pare</u>	_____
_____	_____	_____

2. Scope of Authority. Without limiting the generality of the authority granted, each person designated in paragraph 1 above is authorized, from time to time, in the name and on behalf of the Business, to:

2.1. Incur Indebtedness to Bank. The word "Indebtedness" as used herein means all debts, obligations, loans and liabilities, including without limitation obligations and liabilities under guaranties or subordinations, currently existing or now or hereafter made, incurred or created, whether voluntary or involuntary and however arising or evidenced, whether direct or acquired by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether liability is individual or joint with others, all renewals, extensions and modifications thereof, and all attorneys' fees and costs incurred in connection with the negotiation, preparation, workout, collection and enforcement thereof;

2.2. Execute, deliver and endorse with respect to Indebtedness to Bank, promissory notes, loan agreements, drafts, guaranties, subordinations, applications and agreements for letters of credit, acceptance agreements, foreign exchange documentation, applications and agreements pertaining to the payment and collection of documents, indemnities, waivers, purchase agreements and other financial undertakings, leases and other documents and agreements in connection therewith, and all renewals, extensions or modifications thereof;

2.3. Grant security interests in, pledge, assign, transfer, endorse, mortgage or hypothecate, and execute security or pledge agreements, financing statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property of the Business as may be agreed upon by any officer as security for any or all Indebtedness of the Business or any other individual or entity ("Person"), and grant and execute renewals, extensions or modifications thereof;

2.4. Sell to, or discount or rediscount with, Bank all negotiable instruments, including without limitation promissory notes, commercial paper, drafts, accounts, acceptances, leases, chattel paper, contracts, documents, instruments or evidences of debt at any time owned, held or drawn by the Business, and draw, endorse or transfer any of such instruments or documents on behalf of the Business, guarantee payment or repurchase thereof, and execute and deliver to Bank all documents and agreements in connection therewith, and all renewals, extensions or modifications thereof;

2.5. Direct the disposition of the proceeds of any credit extended by Bank, and deliver to Bank and accept from Bank delivery of any property of the Business at any time held by Bank.

2.6. Specify in writing to Bank the individuals who are authorized, in the name of and on behalf of the Business, to request advances under loans or credit lines made available by Bank to the Business, subject to the terms thereof.

3. Writings. Any instruments, documents, agreements or other writings executed under or pursuant to these resolutions (collectively, the "Authorization") may be in such form and contain such terms and conditions as may be required by Bank in its sole discretion, and execution thereof by any officer authorized under the Authorization shall be conclusive evidence of such officer's and the Business's approval of the terms and conditions thereof.

4. Certification. The Secretary or any Assistant Secretary of the Business is hereby authorized and directed from time to time to certify to Bank a copy of this Authorization, the names and specimen signatures of the persons designated in paragraph 1 above, and any modification thereof.

5. Ratification/Amendment. The authority given under this Authorization shall be retroactive and any and all acts so authorized that are performed prior to the formal adoption are hereby approved and ratified. In the event two or more resolutions of this Business are concurrently in effect, the provisions of each shall be cumulative, unless the latest shall specifically provide otherwise. The authority given hereby shall remain in full force and effect, and Bank is authorized and requested to rely and act thereon, until Bank shall have received at its Los Angeles, California Office a certified copy of a further resolution of the Business amending, rescinding or revoking the Authorization.

6. Requests For Credit. Credit may be requested by the Business from Bank in writing, by telephone, or by other telecommunication method acceptable to Bank. The Business recognizes and agrees that Bank cannot effectively determine whether a specific request purportedly made by or on behalf of the Business is actually authorized or authentic. As it is in the Business's best interest that Bank extend credit in response to these forms of request, the Business assumes all risks regarding the validity, authenticity and due authorization of any request purporting to be made by or on behalf of the Business. The Business is hereby authorized and directed to repay any credit that is extended by Bank pursuant to any request which Bank in good faith believes to be authorized, or when the proceeds of any credit are deposited to the account of the Business with Bank, regardless of whether any individual or entity other than the Business may have authority to draw against such account.

7. Business As Partner/Joint Venturer, LLC Member or Manager. Nothing in its organizational documents limits or prohibits the Business from acting as a general or limited partner of a partnership, a member or manager of a limited liability company, or joint venturer of a joint venture. Any person designated in paragraph 1 of the Authorization is authorized, on behalf of the Business, in its role as a general or limited partner, a member or manager, or a joint venturer, to execute, deliver and endorse all certificates, authorizations and agreements (i) to evidence the Business's role in and responsibilities to and for such partnership, limited liability company or joint venture so that Bank may rely thereon, and (ii) to evidence such partnership's, limited liability company's or joint venture's obligations and liabilities to Bank.

8. No Limitation By This Authorization. Nothing contained in this Authorization shall limit or modify the authority of any person to act on behalf of the Business as provided by law, any agreement or authorization relating to the Business or otherwise.

9. Indemnification. The Business unconditionally agrees to pay and protect, defend and indemnify Bank and Bank's employees, officers, directors, shareholders, affiliates, correspondents, agents and representatives against, and hold Bank and each such other party harmless from, all claims, actions, proceedings, liabilities, damages, losses, expenses (including without limitation attorneys' fees and costs) and other amounts incurred by Bank and each such other party, arising from the reliance by any such party on this Authorization.

CERTIFICATE OF SECRETARY OF THE BUSINESS

I hereby certify to U.S. Bank National Association (together with its successors and assigns, "Bank"), that the above Authorization is a true copy of the resolution(s) of Regional Center of the East Bay, Inc., a non-profit corporation duly organized and existing under the laws of California (the "Business") duly adopted by the Board of Directors of the Business and duly entered in the records of the Business, and that the Authorization is in conformity with applicable law and regulation, the Articles of Incorporation and the By-Laws of the Business and is now in full force and effect.

I also certify that the above are the names and genuine specimen signatures of the officers of the Business authorized in paragraph 1 of the Authorization.

I agree to notify Bank in writing of any change in any aspect of the Authorization or of any individual holding any office set forth in this certificate immediately upon the occurrence of any such change, and to provide Bank with a copy of the modified resolution(s) and the genuine specimen signature of any such new officer.

The authority provided for in the Authorization shall remain in full force and effect, and Bank is authorized and requested to rely and act thereon until Bank shall receive at its Los Angeles, California Office either a certified copy of a further resolution of this Business's Board of Directors amending the Authorization, or a certification of a change in the authorized officer(s).

Dated: June 21, 2025

Frank Pare, President, RCEB Board of Directors

Renee Perls, Secretary

* When the Secretary is among those authorized, the President should also sign this Certificate.

**CREDIT AND SECURITY AGREEMENT
(REVOLVING LOAN FACILITY)**

This CREDIT AND SECURITY AGREEMENT (REVOLVING LOAN FACILITY) (this “*Agreement*”), is dated as of June 1, 2026 (the “*Closing Date*”), is between REGIONAL CENTER OF THE EAST BAY, INC., a California non-profit corporation (the “*Borrower*”) and U.S. BANK NATIONAL ASSOCIATION (together with its successors and assigns, the “*Lender*”).

RECITALS

WHEREAS, the Borrower has requested that the Lender agree to, among other things, provide a revolving loan facility in the maximum principal amount of \$85,000,000 (the “*Commitment*”) for its operating cash needs for its fiscal year and for Reimbursable Amounts (as hereinafter defined), such Commitment to be available for drawing for the period from June 1, 2026, through August 31, 2026 (the “*Availability Period*”), and the Lender agrees, subject to the terms and conditions set forth herein, to do so. Certain defined terms used herein have the meanings set forth in Section 11 below.

Accordingly, the parties hereto agree as follows:

SECTION 1. REVOLVING FACILITY; AUTHORIZATION TO DISBURSE.

(a) Subject to the terms hereof, the Lender agrees to make loans (the “*Loans*”) on a revolving credit basis to the Borrower from time to time on any Business Day during the Availability Period; *provided, however*, that the aggregate principal amount of all Loans outstanding shall not exceed at any time (i) the Commitment or (ii) the current aggregate Reimbursable Amount. Within the limits of the Commitment, the Borrower may borrow, prepay and reborrow Loans. Loans shall only be made for those amounts so long as the aggregate amount of such Loan and all outstanding Loans do not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, in either case, as demonstrated to the Lender in writing.

(b) The Borrower shall give the Lender irrevocable notice of a requested borrowing in the form of Exhibit A attached hereto, prior to 1:00 p.m., Los Angeles time, at least one (1) Business Day prior to the proposed Borrowing Date, (i) specifying the principal amount of the Loan requested (the “*Requested Loan*”), (ii) specifying the requested Borrowing Date, (iii) attaching a copy of the Borrower’s written request to the DDS for reimbursement under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan and (iv) making the certifications and providing the deliverables set forth in and/or required to be delivered pursuant to Section 8(b) hereof. The Borrower agrees that the Lender is hereby authorized and is instructed to disburse the proceeds of any Loan under this Agreement, subject to the terms and conditions hereof, as requested by the Borrower from time to time pursuant to this Agreement, to the Primary Operating Account. On the proposed Borrowing Date, subject to the terms and conditions set forth herein, the Lender shall make the Loan to the Borrower by crediting such amount to the Borrower’s Primary Operating Account. The Lender is hereby authorized and

instructed by the Borrower to disburse the proceeds of the Loan on a revolving basis to the Primary Operating Account.

(c) In authorizing the Lender, pursuant to this Section 1, to disburse the proceeds of any Loan under this Agreement to the Primary Operating Account, the Borrower agrees as follows:

(1) The Lender shall disburse proceeds to the Borrower on each applicable Borrowing Date, up to the amount of the Commitment in accordance with the foregoing authorization, provided that the Borrowing Date is not later than the termination of the Availability Period. The authorization will remain in full force and effect until the Obligations have been fulfilled.

(2) The Lender may decline to advance the proceeds of any Loan if all of the conditions precedent to such Loan set forth in Section 8(b) hereof are not satisfied.

(3) The Lender is authorized to release information concerning Borrower's credit record and financial condition: (i) to suppliers, other creditors, credit bureaus, credit reporting agencies, other credit reporters, and any guarantors, (ii) to or among departments of the Lender and its affiliates, and/or (iii) to other parties pursuant to an order from a governmental agency or court; and the Lender is authorized to obtain such information from any third party at any time and to take such other steps as the Lender deems appropriate to verify such information provided in connection therewith.

SECTION 2. RESERVED.

SECTION 3. INTEREST.

(a) Subject to Section 3(c) below, each Loan shall bear interest at a rate per annum equal to the sum of (i) Daily Simple SOFR *plus* (ii) 1.50% (the "*SOFR Rate*"). Interest shall be payable by the Borrower in arrears on the last day of each calendar month. Interest hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

(b) If any Default or Event of Default shall have occurred and be continuing, all amounts outstanding hereunder shall immediately and without notice bear interest at a rate per annum equal to the SOFR Rate *plus* five percent (5.0%) per annum, payable by the Borrower on demand, from the date of the occurrence of such Default or Event of Default until such Default or Event of Default is no longer continuing (after as well as before judgment).

(c) If SOFR becomes unavailable or ceases to exist, the Lender may, in its discretion, designate a successor to SOFR (which may include a successor index and a spread adjustment). In connection with the selection and implementation of any such replacement rate, the Lender may make any technical, administrative or operational changes that the Lender decides may be appropriate to reflect the adoption and implementation of such replacement rate. The Lender does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, SOFR or with respect to any alternative or successor rate thereto, or replacement rate

thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, SOFR.

SECTION 4. REPAYMENT OF LOANS.

(a) The principal amount of the Loans, all unpaid interest thereon and all other Obligations, are due in full on the Maturity Date. In addition, if at any time the aggregate principal amount of the Loans outstanding exceeds the Commitment or the aggregate Reimbursable Amount at such time, the Borrower shall immediately repay the Loans in an amount equal to such excess.

(b) The Lender shall invoice the Borrower for payments, fees, expenses, and other amounts payable to the Lender in connection with this Agreement, which invoice(s) shall be due immediately upon receipt. Any amounts paid by the Borrower in response to an invoice shall be paid to the Lender in lawful money of the United States of America in freely transferable and immediately available funds in U.S. Dollars by Fed Wire transfer to: U.S. Bank, Government Banking WIP Account, Routing No.: 042000013, Account No.: 2519956 2160600, Reference: Regional Center of the East Bay, Inc., or such other office as the Lender may designate from time to time. Each such payment shall be made by 2:30 p.m., New York time, on the date such payment is due. Funds received after such time shall be deemed received on the next succeeding Business Day.

SECTION 5. PAYMENTS GENERALLY.

(a) Payments of principal, interest and any other amount due hereunder shall be made to the Lender in the manner set forth in Section 4(b) hereof. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable during such extension.

(b) All payments by the Borrower hereunder shall be made without set off or counterclaim and in such amounts as may be necessary in order that all such payments (after deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any governmental authority, other than any tax on or measured by the overall net income of the Lender) shall not be less than the amounts otherwise specified to be paid hereunder.

(c) *Increased Costs.*

(i) *Increased Costs Generally.* If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender;

(B) subject the Lender to any Taxes of any kind whatsoever with respect to this Agreement or the Loans, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes covered by Section 5(b) hereof and the imposition of, or any change in the rate of any Excluded Taxes payable by the Lender); or

(C) impose on the Lender any other condition, cost or expense affecting this Agreement or the Loans;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining the Loans, or to reduce the amount of any sum received or receivable by the Lender hereunder or under the Loans (whether of principal, interest or any other amount) then, upon written request of the Lender as set forth in subsection (c)(ii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender, as the case may be, for such additional costs incurred or reduction suffered.

(ii) *Capital or Liquidity Requirements.* If the Lender determines that any Change in Law affecting the Lender or the Lender's parent or holding company, if any, regarding capital or liquidity requirements, has or would have the effect of either (1) affecting the amount of capital or liquidity required or expected to be maintained by the Lender or the Lender's parent or holding company, if any, or (2) reducing the rate of return on the Lender's capital or liquidity or the capital or liquidity of the Lender's parent or holding company, if any, as a consequence of this Agreement, or ownership of the Loans, to a level below that which the Lender or the Lender's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's parent or holding company with respect to capital or liquidity adequacy), then from time to time upon written request of the Lender as set forth in subsection (c)(iii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's parent or holding company for any such reduction suffered.

(iii) *Certificates for Reimbursement.* A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or the Lender's parent or holding company, as the case may be, as specified in paragraph (i) or (ii) of this Section 5(c) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iv) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to this Section 5(c) shall not constitute a waiver of the Lender's right to demand such compensation.

(v) *Survival.* Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 5(c) shall survive the termination of this Agreement and the payment in full of the Loans and the obligations of the Borrower thereunder and hereunder.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

(a) the Borrower is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of California and has the power and authority to own its property (other than real property), lease its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary;

(b) (i) the Borrower is in compliance in all material respects with all Laws applicable to it, and all contractual obligations to which it is party;

(ii) the Borrower has neither received notice nor does it have knowledge that any Governmental Authority or accreditation organization is considering limiting, suspending, terminating, or revoking any Permit, except for notices or occurrences for which the Borrower is pursuing a plan of compliance or taking similar actions to correct any such deficiency in a manner acceptable to the related Governmental Authority or related accreditation organization such that upon completion of the related plan of compliance the Borrower does not reasonably expect a limitation, suspension, termination or revocation of such Permit;

(iii) all Permits are valid and in full force and effect;

(iv) to the extent it participates in a particular Program, the Borrower meets all of the requirements of participation and payment of Medicare, Medicaid, any other state or federal government health care programs and any other public or private third party payor programs (each, a "*Program*" and, collectively, "*Programs*") and is a party to valid participation agreements for payment by such Programs;

(v) there is no investigation, audit, claim review, or other action pending or, to the knowledge of the Borrower, threatened which could result in a revocation, suspension, termination, probation, material restriction, material limitation, or non-renewal of any Program participation agreement or result in the Borrower's exclusion from any Program;

(iv) neither the Borrower nor any of its officers and directors has been or is currently excluded from participation in any government health care programs pursuant to 42 U.S.C. § 1320a-7;

(c) the execution, delivery and performance by the Borrower of this Agreement is within its corporate powers, has been duly authorized by all necessary action and does not (i) contravene the Borrower's articles of incorporation, by-laws or other similar organizational documents, (ii) require any consent or approval of any creditor of the

Borrower, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the Board of Governors of the Federal Reserve System of the United States, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the Borrower is a party or by which it or any of its respective property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrower or any affiliate thereof except such Liens, if any, expressly created by a Related Document;

(d) no authorization, approval or other action by, or notice to or filing with, any governmental authority or regulatory body (other than the filing of an appropriate UCC-1 financing statement under Section 7) is required for the due execution, delivery and performance by the Borrower of this Agreement;

(e) this Agreement and the other Related Documents to which the Borrower is a party are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(f) the Borrower will use the proceeds of the Loans solely for its operating cash needs and for other expenses in accordance with the DDS Agreement and no part of the proceeds from the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock;

(g) there is no litigation, proceeding, labor strike, condemnation or other dispute pending, or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or its property;

(h) as to the DDS Agreement, (i) the Borrower has delivered to the Lender a true and correct copy of such Agreement, including all amendments and supplements thereto and (ii) such DDS Agreement is in full force and effect with no defaults by either party thereunder;

(i) all financial statements and other financial information regarding the Borrower provided to the Lender present fairly the financial condition and results of operation of the Borrower, are correct and complete in all material respects, and are consistent with the books and records of the Borrower and since June 30, 2025, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect;

(j) there is no environmental contamination at, under or about any properties leased by the Borrower, or material violation of any environmental law with respect to such properties or the business conducted at such properties, nor has the Borrower received any notice of any such violation;

(k) the Borrower's exact legal name, and the place of formation of the Borrower, are as set forth in the preamble to this Agreement;

(l) the Borrower is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 9(h). Section 7 of this Agreement provides a Lien on and security interest in the Collateral to secure the prompt payment of (i) the Loans, (ii) all Obligations owing to the Lender hereunder and (iii) all Uncommitted Facility Obligations owing to the Lender under the Uncommitted Revolving Loan Facility. The Borrower has taken any and all action necessary to perfect the Lien on and security interest in the Collateral, pursuant to Section 7 hereof, by the filing of appropriate financing statements;

(m) all information, reports and other papers and data with respect to the Borrower furnished by the Borrower to the Lender were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the Borrower to the Lender were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Lender in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Loans, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 6(m) or in such information, reports, papers and data or otherwise disclosed in writing to the Lender. The documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts;

(n) no default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Indebtedness. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the Organizational Documents applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its property is bound which could reasonably be expected to result in a Material Adverse Effect. The Borrower is solvent;

(o) none of the Related Documents or this Agreement provide for any payments that would violate any applicable law regarding permissible maximum rates of interest;

(p) the Borrower has not entered into any transaction of any kind with any affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject affiliate as would be obtainable by the subject affiliate at the time in a comparable arm's length transaction with a Person other than the Borrower;

(q) the Borrower has good and marketable title to its assets except where the failure to have good and marketable title to any of its assets would not have a Material Adverse Effect free and clear of all liens except for those permitted by the Related Documents;

(r) the Borrower currently maintains insurance coverage with insurance companies believed by the Borrower to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the Borrower (as determined in its reasonable discretion) and in full compliance with Section 9(d) hereof;

(s) the representations and warranties of the Borrower contained in the other Related Documents, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Lender. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Lender;

(t) all representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Obligation hereunder shall remain unpaid or unsatisfied;

(u) the Borrower, its Subsidiaries and their respective directors, officers, and employees and, to the knowledge of the Borrower, the agents of the Borrower and its Subsidiaries are in compliance with Anti-Corruption Laws and all applicable Sanctions in all material respects. The Borrower and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance with Anti-Corruption Laws and applicable Sanctions. None of the Borrower, any of its Subsidiaries or any director, officer, employee, agent or affiliate of the Borrower or any of its Subsidiaries is an individual or entity that is, or is 50% or more owned (individually or in the aggregate,

directly or indirectly) or controlled by individuals or entities (including any agency, political subdivision or instrumentality of any government) that are (a) the target of any Sanctions or (b) located, organized or resident in a country or territory that is the subject of Sanctions;

(v) (i) neither the Borrower nor any ERISA Affiliate maintains, contributes to or is obligated to maintain or contribute to, or has at any time within the past six years, maintained, contributed to or been obligated to maintain or contribute to, any employee benefit plan which is subject to ERISA;

(ii) all Governmental Plans have been established, operated, administered and maintained in compliance with all laws, regulations and orders applicable thereto, except where such failure so to comply would not reasonably be expected to have a Material Adverse Effect. All contributions and any other amounts required by applicable law to be paid or accrued by the Borrower with respect to a Governmental Plan has been paid or accrued as required, except where failure so to pay or accrue would not be reasonably be expected to have a Material Adverse Effect;

(iii) the present value of the accrued benefit liabilities under each Governmental Plan that is funded, determined as of the end of the Borrower's most recently ended fiscal year on the basis of reasonable actuarial assumptions, did not exceed the current value of the assets of such Governmental Plan allocable to such benefit liabilities by an amount which would reasonably be expected to have a Material Adverse Effect; and

(w) the Borrower has no knowledge of any existing or pending strike, walkout or work stoppage.

SECTION 7. COLLATERAL.

(a) To secure the payment and performance of the Obligations and the Uncommitted Facility Obligations, the Borrower hereby grants to the Lender a continuing security interest in all personal property and assets of the Borrower, whether now owned or hereafter acquired and wherever located (collectively, the "*Collateral*"), including but not limited to the following: (i) all present and future accounts, accounts receivable, general intangibles, payment intangibles, supporting obligations, agreements, guarantees, contracts, instruments, documents, chattel paper, leases, licenses, contract rights, letter-of-credit rights and other rights to payment, including but not limited to all rights to payment under the DDS Agreement (which such DDS Agreement is not intended to limit or prohibit the granting of a security interest in such rights to payment pursuant to Section 4630 of the California Welfare and Institutions Code, except that the State of California shall have a lien upon any balance in the Borrower's bank account(s) paramount to all other liens, which lien shall secure the repayment of any advance payments made under the DDS Agreement) and all warrants issued by the State of California, whether registered or unregistered; (ii) all present and future demand, time, savings, deposit, securities and like accounts, and all money, cash and cash equivalents, whether or not deposited in any such account; (iii) all present and future stocks,

bonds, securities, security entitlements, subscription rights, investment and/or brokerage accounts, and all other investment property, and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto; and (iv) any and all proceeds of the foregoing; *provided* that the Collateral shall not include any governmental permit or any license, contract or agreement to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or any party to such agreement to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any proceeds of any of the foregoing assets; provided further that, any permit, license, contract or agreement excluded in accordance with the foregoing shall cease to be so excluded to the extent (x) such term is rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or (y) all required consents to such assignment and security interest are obtained.

(b) The Lender is hereby authorized to file all such financing statements relating to the Collateral, and to take all such other actions as the Lender may deem appropriate to perfect and to maintain perfected the security interests granted herein. The Borrower shall execute and deliver to the Lender, at the Borrower's expense, all instruments and documents requested by the Lender to fully perfect, protect and maintain the Lender's security interests granted herein or to enable the Lender to exercise and enforce its rights and remedies hereunder.

(c) The Lender may at any time: (i) itself or through its representatives, visit and inspect the Borrower's properties and examine and make abstracts from any of its books and records at any reasonable time, and (ii) during the existence of an Event of Default, notify obligors on the Collateral that the Collateral has been assigned as security to the Lender, request from such obligors information concerning the Collateral and the amounts owing thereon and direct such obligors to direct their performance to the Lender. Nothing contained herein shall constitute an assumption by the Lender of any obligations of the Borrower under any contracts assigned hereunder.

(d) During the existence of an Event of Default, the Lender shall have all rights and remedies under applicable laws or in equity, under this Agreement, and all rights and remedies of a secured party under the UCC, and in addition the following rights and remedies, all of which shall be cumulative and not exclusive and may be exercised with or without notice to the Borrower except as specifically required by applicable law: (i) to foreclose the Liens created hereunder by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (v) to enter into any extension, reorganization, disposition or any other agreement relating to or affecting the Collateral; (vi) to settle, compromise or release, on terms acceptable to the Lender, any amounts owing on the Collateral and/or any disputes with respect thereto; (vii) to extend the time of payment, make allowances and adjustments and issue credits in connection with

the Collateral; (viii) to enforce payment and prosecute any action or proceeding with respect to the Collateral and take or bring, in the name of the Lender or the Borrower, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral in such order and manner as the Lender in its sole discretion shall determine; (ix) the right to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Lender or the Borrower, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; (x) to the extent permitted by applicable law, to operate the business of the Borrower, directly or through a receiver, by taking possession of the Collateral or any part thereof and collecting and receiving the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender; and (xi) to set-off and appropriate and apply against the Obligations any and all deposits (general or special, time or demand, provisional or final) at any time held or owing by the Lender to or for the credit or the account of the Borrower. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact, effective upon an Event of Default, with full authority in the place and stead of the Borrower to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected and to preserve, maintain and protect the Collateral.

(e) The proceeds resulting from the collection, sale or other disposition of the Collateral shall be applied, first, to the costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing and preparing for sale, selling, collecting and liquidating the Collateral; and second, to the satisfaction of all Obligations. The Borrower shall be liable for any deficiency. The Borrower waives all claims against the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof.

(f) (i) In the event that (1) an Event of Default has occurred and is continuing pursuant to this Agreement, (2) the Lender has notified the Borrower in writing of the occurrence and continuance of such Event of Default, and (3) the Borrower has failed to cure such Event of Default within fifteen (15) days of the receipt of such notice from the Lender; then, the Lender shall provide written notice to DDS of such Event of Default and request reimbursement of any amounts then due and owing under this Agreement. The Lender shall not request reimbursement from DDS of any amounts that constitute Advance Funds or in excess of funds otherwise due and payable by DDS to the Borrower. Such notice shall be sent to the State of California, Department of Developmental Services, 1600 9th Street, Room 300, MS3-18, Sacramento, California 95814, Attention: Hiren Patel, Esq. Such notice shall specify the amount of defaulted Obligations owing by the Borrower and shall include wire instructions and the address of the Lender.

(ii) The Borrower hereby irrevocably directs the Lender to immediately apply to the Obligations the proceeds of any wire transfer, check or other payment received by the Lender from DDS as contemplated in this subsection (f). To the extent the Lender receives funds from DDS, (1) the Lender shall apply such funds received to the Borrower's Obligations and (2) the Borrower shall credit such payment against sums owed to it by DDS under the DDS Agreement.

SECTION 8. CONDITIONS.

(a) *Conditions to Closing Date.* This Agreement shall become effective upon receipt by the Lender of the following, in each case in form and substance acceptable to the Lender;

(i) this Agreement, duly executed by the Borrower;

(ii) with respect to the Borrower, (A) resolutions of its board of directors or similar governing body, authorizing this Agreement and (B) its signature and incumbency certificate; *provided*, that with respect to clauses (A) and (B), such items may be in the form of an “authorization to obtain credit, grant security, guarantee or subordinate,” in form and substance satisfactory to the Lender;

(iii) a certificate issued by an appropriate official of the Borrower’s jurisdiction of organization stating that the Borrower is in good standing in such jurisdiction;

(iv) a copy of the DDS Agreement, along with the most recent amendment to such Agreement extending such Agreement through the Availability Period;

(v) (A) a UCC search against the Borrower, showing no Liens against the Collateral and (B) such Uniform Commercial Code financing statements (appropriately completed) for filing in such jurisdictions as the Lender may reasonably request to evidence the Liens granted to Lender herein;

(vi) an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act;

(vii) Chapman and Cutler LLP, as counsel to the Lender, shall have received payment of its reasonable legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents; and

(viii) such other approvals, opinions and documents as it may reasonably request and all legal matters incident to the making of the Loan shall be satisfactory to the Lender.

(b) *Additional Conditions to Loans.* The agreement of the Lender to make each Loan from time to time requested to be made hereunder is subject to the satisfaction, immediately prior to or concurrently with the making of such Loan, of the following: (i) the following statements shall be true and the Borrower’s acceptance of the proceeds of such Loan shall be deemed to be a representation and warranty of the Borrower, on the date of such Loan, that: (A) the representations and warranties contained in this Agreement and each certificate or other writing delivered to the Lender in connection herewith are correct on and as of such date in all material respects as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date; and (C) the aggregate amount of such Loan and all outstanding Loans does not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the

Borrower as payable to the Borrower under its DDS approved Budget and, in either case as demonstrated the Lender in writing and (ii) the making of such Loan shall not contravene any law, rule or regulation applicable to the Lender or the Borrower.

SECTION 9. COVENANTS.

So long as any Obligation shall be outstanding or any Commitment shall remain, the Borrower shall:

(a) (i) preserve and maintain its corporate existence and good standing in California, and comply in all material respects with all applicable laws, rules, regulations and orders, (ii) take all reasonable action to maintain all Permits necessary for the normal conduct of its business, including, without limitation, the maintenance of its status as a provider of acute care services eligible for reimbursement under the Medicare and Medicaid programs, and such other similar federal and state reimbursement or repayment programs unless the failure to maintain any such Permit could not reasonably be expected to result in a Material Adverse Effect, (iii) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (iv) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (v) use commercially reasonable efforts to operate and maintain the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect;

(b) (i) keep adequate records and books of account, in which full and correct entries shall be made in accordance with GAAP of all financial transactions of the Borrower, its assets and its business and (ii) permit any Person designated by the Lender (at the expense of the Borrower) to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by Law, including, without limitation, any Health Care Law, or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Lender may reasonably request;

(c) furnish to the Lender: (i) as soon as available and in any event within two hundred seventy (270) days after its fiscal year end, a copy of its financial statements audited by an independent accounting firm satisfactory to the Lender, (ii) within three Business Days after receipt thereof, notice of (A) any default under the DDS Agreement or any rejection or reduction by DDS in any Reimbursable Amount previously notified to the Lender, any material adverse change in its business, (B) any Default or Event of Default, or notice thereof, hereunder, which shall be accompanied by a certificate signed

by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto, (C) all actions, suits, disputes or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect, (D) any event, situation or circumstance which could reasonably be expected to result in a Material Adverse Effect, accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence and what action the Borrower has taken or proposes to take with respect thereto and (E) the occurrence of any Health Care Reportable Event, (iii) promptly following a written request of the Lender, and in any event within three Business Days of the receipt of such request, a certificate of an authorized representative of the Borrower as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement, (iv) for the first three cash advance claims under the DDS Agreement for its fiscal year, within three Business Days after delivery thereof, a copy of each written request to DDS for reimbursement and (v) promptly following a written request of the Lender, such other information regarding the business affairs, financial condition and/or operations of the Borrower as the Lender may from time to time reasonably request;

(d) maintain, with financially sound and reputable insurance companies or associations liability insurance and property insurance in at least such amounts and against such risks as are typically insured against in the same general area by companies engaged in the same or a similar business;

(e) (i) maintain its primary depository relationship with the Lender, and substantially all its deposit accounts with the Lender and (ii) not enter into any deposit account control agreement, securities account control agreement or any other agreement of similar force and effect with respect to the Primary Operating Account unless the Lender is a party thereto;

(f) upon receipt of any registered warrants issued by the State of California, either (i) apply the proceeds thereof to payment of the Obligations or (ii) promptly endorse the same in favor of the Lender as additional collateral, as the Lender may elect in its discretion;

(g) not create, incur, assume or suffer to exist any Indebtedness except for (i) Indebtedness created under this Agreement or otherwise owing to the Lender and (ii) capital leases in each case approved by the Lender in writing;

(h) not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues except for: (i) Liens created under this Agreement or otherwise secured Indebtedness owing to the Lender, (ii) Liens securing capital leases approved by the Lender in writing and (iii) Liens in favor of DDS and existing pursuant to the terms of the DDS Agreement;

(i) not (i) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); (ii) sell, transfer, convey, exchange, lease or otherwise dispose of any of its properties, business or assets; (iii) make any advance, loan, extension of credit or other investment in any Person except short-term liquid investments acceptable to the Lender or (iv) engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto;

(j) not change its legal name, or its place of incorporation, formation or organization (as applicable) from those specified in the preamble to this Agreement;

(k) (i) (A) comply with all Laws (including, without limitation, environmental laws, Health Care Laws, Anti-Corruption Laws and applicable Sanctions) applicable to it and its property, and (B) perform in all material respects its obligations under material agreements to which it is a party except, in each case, where non-compliance could not reasonably be expected to result in a Material Adverse Effect, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate;

(ii) (A) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and (B) not use or allow any tenants or subtenants to use, or permit any Subsidiary to use or allow any tenants or subtenants to use, its property for any business activity that violates any applicable federal or state law or that supports a business that violates any federal or state law;

(l) not enter into, nor will it permit any other affiliate to, enter into any transaction of any kind with any affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject party as would be obtainable by the subject party at the time in a comparable arm's length transaction with a Person other than the Borrower or an affiliate;

(m) not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document (other than amendments to the DDS Agreement to allocate funds made available from budget augmentations) or the Organizational Documents of the Borrower without the prior written consent of the Lender;

(n) (i) provide notice of any liability with respect to one or more Governmental Plans which could reasonably be expected to have a Material Adverse Effect;

(ii) not maintain, contribute to or be obligated to maintain or contribute to or have any liabilities with respect to any employee benefit plan which is subject to ERISA;

(o) not take or omit to take any action, which action or omission will in any way (i) result in the proceeds from the of the Loans being applied in a manner other than as provided herein, (ii) which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect, (iii) directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (B)(1) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (2) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as Lender, underwriter, advisor, investor, or otherwise);

(p) perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party;

(q) to the extent permitted by the DDS Agreement, law and the State of California, ensure that the Lender has the sole lien on Reimbursed Funds in the Borrower's accounts and a junior lien (subject only to the paramount lien of DDS) on Advance Funds in the accounts; and

(r) provide, and shall cause each Subsidiary to provide, such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with anti-money laundering laws and regulations.

SECTION 10. EVENTS OF DEFAULT.

The term "*Event of Default*" shall mean any of the following:

- (a) the use of the proceeds of the Loans in any manner not permitted hereunder;
- (b) the failure of the Borrower to make any payment required under this Agreement when due;
- (c) any breach, misrepresentation or other default by Borrower under any term or provision of this Agreement or any other agreement with the Lender or in any certificate or statement delivered hereunder or thereunder;
- (d) the Borrower shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States

Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 10(e) of this Agreement;

(e) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial part of its property, or a proceeding described in Section 10(d)(v) hereof shall be instituted against the Borrower and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(f) the failure of the Borrower to comply with any order, judgment, injunction, decree, writ or demand of any court or other public authority;

(g) the filing or recording against the Borrower, or the property of the Borrower, of any notice of levy, notice to withhold, or other legal process for taxes;

(h) the default by the Borrower on any Obligation hereunder; or the default in the observance or performance of any agreement or condition relating to any Indebtedness of the Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause, or permit (determined without regard to whether any notice is required), any such Indebtedness to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Indebtedness;

(i) the issuance against the Borrower, or the property of the Borrower, of any writ of attachment, execution, or other judicial lien or any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than \$100,000 shall be entered or filed against the Borrower or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(j) the sale or transfer of greater than ten percent (10%) of the assets of the Borrower or a change of ownership or membership interest of the Borrower;

(k) any of Fitch Ratings, Inc., Moody's Investors Service and Standard & Poor's Ratings Services shall have downgraded its unenhanced credit rating assigned to the State of California below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its rating of the same;

(l) the DDS Agreement shall be terminated by either party, or any material amendment or modification thereto shall be made that could have a material adverse effect on the Borrower's ability to pay the Obligations;

(m) any Related Document or any material provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of the Lender, all the Obligations, ceases to be in full force and effect, or the Borrower or any Governmental Authority contests in any manner the validity or enforceability of any Related Document or any provision thereof, or the Borrower denies that it has any or further liability or obligation under any Related Document, or purports to revoke, terminate, or rescind any Related Document or any provision thereof;

(n) the Borrower shall default in the due performance or observance of any of the covenants set forth in Section 9 hereof; or the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement (other than with respect to any Event of Default specified in this Section 10) or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(o) (i) the amount (if any) by which the aggregate present value of accrued benefit liabilities under all funded Governmental Plans exceeds the aggregate current value of assets of such Governmental Plans by an amount which would reasonably be expected to result in a Material Adverse Effect; or (ii) the Borrower becomes subject to any liability with respect to one or more Governmental Plans that would reasonably be expected to result in a Material Adverse Effect; or (iii) the Borrower fails to administer or maintain a Governmental Plan in compliance with the requirements of any applicable laws, statutes, rules, regulations or court orders and such failure would reasonably be expected to result in a Material Adverse Effect.

Upon the occurrence of any Event of Default, the Lender, in its discretion, may cease making Loans hereunder and may declare the Loans and all other Obligations under this Agreement immediately due and payable; however, upon the occurrence of any Event of Default described in subsections (d), (e), (f) or (g) above, all principal, interest, fees, expenses, charges and other Obligations owing under this Agreement shall automatically become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may, at its option, compute the interest rate applicable to Borrower's obligations hereunder at a per annum rate equal to five percent (5%) in excess of the applicable interest rate specified in Section 3(a) above, calculated from the date of the occurrence of such Event of Default until all amounts due and payable hereunder are paid in full. Upon the occurrence of an Event of Default, the Lender may exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in this paragraph) and as otherwise available at law and at equity. Upon any failure by the Borrower to make required payments of principal, interest or other amounts due and owing with respect to any Loan, no provision in the DDS Agreement is intended to limit or prohibit the Lender from setting off against or otherwise applying funds on deposit in the accounts of the Borrower at the Lender to satisfy the Obligations of the Borrower.

SECTION 11. DEFINITIONS.

Unless the context otherwise requires, terms defined in the UCC and not otherwise defined in this Agreement shall have the meanings defined for those terms therein. In addition, capitalized terms not otherwise defined herein shall have the following respective meanings:

“Advance Funds” means any fund paid in advance by DDS to the Borrower pursuant to Section III(3) of the DDS Agreement for services not yet rendered by the Borrower, including DDS’s reimbursements to the Borrower for its expenditures that are then applied to replenish Advance Funds. The Borrower is indebted to DDS for the amount of Advance Funds received by the Borrower for any fiscal year, until such amount is either repaid by the Borrower or DDS or reduced through offset by DDS against reimbursement claims submitted by the Borrower to DDS.

“Anti-Corruption Laws” means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and any other anti-corruption law applicable to the Borrower and its Subsidiaries.

“Availability Period” has the meaning set forth in the recitals hereof.

“Beneficial Owner” means a single individual with significant responsibility to control, manage or direct the Borrower.

“Borrowing Date” means the date on which the proceeds of a Loan will be available in the Borrower’s Primary Operating Account.

“Budgets” means the Borrower’s purchase of services (POS) and operations (OPS) budgets, each as set forth in Exhibit A to the DDS Agreement, as each budget may be amended from time to time in accordance with the DDS Agreement.

“Business Day” a day other than a Saturday, Sunday, a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or other day on which commercial banks in the State of California are authorized or required by law to close.

“Certificate of Beneficial Ownership” means a certificate in form and substance acceptable to the Lender (as amended or modified by the Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or

directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Code” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“Confidential Information” means any sensitive or confidential information regarding the Borrower, the Lender or any affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“Daily Simple SOFR” means, for any day, an interest rate per annum equal to the greater of (i) zero percent and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; *provided* that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that the Lender deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower.

“DDS” the Department of Developmental Services, an agency of the State of California, and any successor agency having the same function.

“DDS Agreement” that certain written agreement between the DDS and the Borrower, pursuant to which the Borrower provides services to persons with disabilities as contemplated by the Lanterman Developmental Disabilities Services Act, as such agreement may be amended, extended, supplemented or replaced from time to time.

“Default” any of the events specified in Section 10, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“Excluded Taxes” means, with respect to the Lender, Taxes imposed on or measured by its overall net income (however denominated), franchise Taxes and branch

profit Taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which it is incorporated or is organized or in which its principal executive office is located.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Governmental Plan*” means any plan, fund or similar program that is established or maintained by a or for a governmental entity which plan, fund or similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement of payments to be made upon termination of employment for which the Borrower could be liable and which is not subject to ERISA.

“*Health Care Laws*” means all relevant federal and state Laws regulating health services or payment, including, but not limited to, Section 1128B(b) and Section 1877 of the Social Security Act, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 *et seq.*), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d-1320d-8), Medicare, Medicaid, and any other state or federal law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance which regulates kickbacks, patient or program charges, recordkeeping, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation, or any other aspect of providing health care.

“*Health Care Reportable Event*” means (a) the Borrower becomes subject to any civil or criminal investigations, or any material inquiries, validation reviews, program integrity reviews, reimbursement audits or statements of deficiencies, involving and/or related to its compliance with Health Care Laws; (b) any material exclusion, voluntary disclosure, notice of claim to recover material overpayments, revocation, suspension, termination, probation, restriction, limitation, denial, or non-renewal affecting the Borrower with respect to any material Program; or (c) the occurrence of any reportable

event under any settlement agreement or corporate integrity agreement involving and/or related to its compliance with Health Care Laws entered into with any Governmental Authority.

“Indebtedness” as to any Person, means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all obligations of such Person evidenced by notes, bonds, debentures, loan agreements or other similar instruments, (iii) all indebtedness created or arising under any conditional-sale or other title-retention agreement with respect to property acquired by such Person, (iv) all capitalized leases obligations of such Person, (v) all obligations of such Person under a Swap Contract, (vi) all obligations, contingent or otherwise, of such Person under acceptance, under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (vii) all guarantee obligations of such Person and all other obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to secure a credit against loss in respect of, indebtedness or obligations of others of the kinds referred to above and (viii) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person.

“Indemnified Taxes” means Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Related Document, other than Excluded Taxes and Other Taxes.

“Law” means, collectively, any treaty or any international, foreign, federal, regional, state and local law, statute, rule, guideline, ordinance, regulation, code, license, authorization, decision, injunction, interpretation or administration, order or decree or precedent of any court, or other Governmental Authority and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, security agreement, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

“Material Adverse Effect” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under any Related Document to

which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party or the rights, security, interests or remedies of the Lender hereunder or under any other Related Document.

“Maturity Date” means the last day of the Availability Period.

“Medicaid” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Obligations” the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and whether or not at a default rate) the Loans, and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement and any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

“Organizational Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable

constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Related Document.

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“Permit” means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable Law or any accrediting organization.

“Person” any individual, firm, partnership, joint venture, corporation, limited liability company, association, business enterprise trust, unincorporated organization, government or department or agency thereof or other entity, whether acting in an individual, fiduciary or other capacity.

“Primary Operating Account” means the account of the Borrower held at U.S. Bank National Association, DDA Number 000158300161862, CDL Number 00131063, Fed ABA Number 00122235821, DDA Account Name: Regional Center of The East Bay, Inc.

“Reimbursable Amount” means, on any date, the aggregate amount owing and unpaid by the DDS to the Borrower under the DDS Agreement, which amounts (i) represent compensation for services that have been rendered by the Borrower (and not advance payments by the DDS) in accordance with the terms of the DDS Agreement and (ii) are the subject of written requests for reimbursement sent by the Borrower to the DDS.

“Reimbursed Funds” means any funds received by the Borrower from DDS that are not Advance Funds.

“Related Documents” means this Agreement, the DDS Agreement, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Risk-Based Capital Guidelines*” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“*Sanctions*” means sanctions administered or enforced from time to time by the U.S. government, including those administered by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Business Day*” means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*Subsidiary*” of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master

agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*UCC*” the Uniform Commercial Code of the State of California.

“*Uncommitted Facility Obligations*” means the Obligations (as such term is defined in the Uncommitted Revolving Loan Facility) of the Borrower under the Uncommitted Revolving Loan Facility.

“*Uncommitted Revolving Loan Facility*” means that certain Credit and Security Agreement (Uncommitted Revolving Loan Facility) dated as of June 1, 2026, and effective on September 1, 2026, between the Borrower and the Lender.

SECTION 12. MISCELLANEOUS.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

(b) All notices and other communications to be given with respect hereto shall be in writing and mailed or delivered by reputable courier or by fax or by e mail or by other electronic means of communication capable of creating a written record of such notice and its receipt. To the extent that any electronic means of communication notice is permitted hereunder, the parties hereto shall provide appropriate e mail addresses or facsimile numbers. All such notices and communications shall be sent to the respective addresses for the parties set forth below, or to such other address as a party may specify by notice given in accordance with the provisions hereof:

If to the Borrower: Regional Center of The East Bay, Inc.
500 Davis Street, Suite 100
San Leandro, California 94577

If to the Lender for Advances: U.S. Bank National Association
100 N Side Square
Shelbyville, TN 37160
Attention: Christy Chambless

Email: christy.chambless@usbank.com and
GBDCreditSupport@usbank.com

Attention: Nicole Treider
Email: nicole.treider@usbank.com

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

If to the Lender for all other matters:

U.S. Bank National Association
Attention: Nicole Treider
Email: nicole.treider@usbank.com

U.S. Bank National Association
U.S. Bank Center Milwaukee
777 E Wisconsin Avenue
Milwaukee, WI 53202
MK-WI-T5IC

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

(c) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) The Borrower agrees to pay on demand all costs and expenses incurred by the Lender (including all attorneys' fees, including the allocated costs of in-house counsel to the Lender) in connection with the enforcement of this Agreement and any instrument or document executed in connection herewith, including losses, costs and expenses sustained as a result of a default by the Borrower in the performance of its obligations contained herein or in any related document. The Borrower agrees to pay, and indemnify and hold harmless the Lender and its officers, directors and agents (each, an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery and enforcement of this Agreement and any document or instrument executed in connection herewith or the use of the proceeds of the Loans (all the foregoing, collectively, the "indemnified liabilities"), other than indemnified liabilities arising from the gross negligence or willful misconduct of the Lender, as determined in a final, nonappealable judgment by a court of competent jurisdiction. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for

special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of the Loans or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby. The obligations of the Borrower under this paragraph shall survive the payment in full of the Loans.

(e) (i) All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of any Loan hereunder and shall continue in full force and effect until all of the Obligations hereunder shall have been paid in full. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns; provided that the Borrower may not assign any interest in this Agreement without the prior written consent of the Lender. The Lender may assign to any Person all or any part of, or any interest in, the Lender's rights and benefits under this Agreement and any document or instrument executed in connection herewith and to the extent of such assignment such assignee shall have the same rights and benefits against the Borrower as it would have had if it were the Lender hereunder. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person) in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of the Loans owing to it) and such participants shall be entitled to the benefits of this Agreement to the same extent as if they were a direct party hereto. Whenever in this Agreement any of the parties hereto is referred to, such reference shall, be deemed to include the successors and assigns of such party.

(ii) The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without reference to its choice of law rules).

(g) ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT (EACH A "*CLAIM*"), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY TO THIS AGREEMENT, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ("*REFERENCE*"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS PARAGRAPH SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL

REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS PARAGRAPH. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 12(D) HEREOF, THE BORROWER SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

Subject to the foregoing, each party hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of California, the courts of the United States of America for the Central District of California, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same; and

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to any party at its address set forth in Section 12(b) (with, in the case of the Lender, a copy of such service of process to the following address: Office of the General Counsel, 400 California Street, San Francisco, California 94104).

(h) This Agreement sets forth the entire agreement between the Borrower and the Lender relating to the subject matter hereof. This Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) (i) The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and its affiliates, which information includes the name and address of the Borrower and its affiliates

and other information that will allow the Lender to identify the Borrower and its affiliates in accordance with the Patriot Act. The Borrower hereby agree that it shall promptly provide such information upon request by the Lender.

(ii) The Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or its affiliates is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Borrower or its affiliates or from otherwise conducting business with the Borrower or its affiliates, and (b) ensure that the Loan proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause each of its affiliates and any of their respective subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended. The Borrower agrees to provide documentary and other evidence of the Borrower’s and the Borrower’s affiliates’ identities as may be requested by the Lender at any time to enable the Lender to verify the Borrower’s and the Borrower’s affiliates identity or to comply with any applicable law or regulation.

(j) (i) Upon the occurrence of an Event of Default, the Lender may, at any time and from time to time, without notice to the Borrower or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Lender shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other debt at any time held or owing by the Lender to or for the credit or the account of any or all of the Borrower.

(ii) The Lender agrees promptly to notify the Borrower after any such set-off and application referred to in subsection (i) above, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. Subject to the provisions of subsection (i) above, the rights of the Lender under this Section 12(j) are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

(k) If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(l) From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this

Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or continue and preserve the Lien hereof. Upon any failure by the Borrower to do so, the Lender may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Lender the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Borrower irrevocably authorizes the Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by the Lender to establish or maintain the validity, perfection and priority of the security interests granted herein, and the Borrower ratifies any such filings made by the Lender prior to the date hereof. In addition, at any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender.

(m) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

(n) In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower, on behalf of itself, its affiliates, acknowledges and agrees, and acknowledges its affiliates' understanding, that: (a) (i) the services regarding this Agreement and the Related Documents provided by the Lender and any affiliate of the Lender are arm's-length commercial transactions between the Borrower and its affiliates on the one hand, and the Lender and its affiliates, on the other hand, (ii) each of the Borrower and its affiliates has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (iii) the Borrower, on behalf of itself, and its affiliates is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents and (iv) the Lender has not provided any advice or assumed any (and has no) advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender or any affiliate of the Lender has provided other services or advised or is currently providing other services or advising the Borrower on other matters); (b) (i) the Lender and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (as a municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934, as amended) or otherwise), agent or fiduciary, for the Borrower or its affiliates, or any other Person and (ii) neither the Lender nor any of its affiliates has any obligation to the Borrower or its affiliates with respect to the transactions contemplated

by this Agreement and the Related Documents except those obligations expressly set forth herein; and (c) the Lender and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its affiliates and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the Borrower or its affiliates. To the fullest extent permitted by Law, the Borrower, on behalf of itself and its affiliates, hereby waives and releases any claims that it may have against the Lender or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement or the other Related Documents.

(o) In the event the Borrower files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*") (each such posting, an "*EMMA Posting*"), the Borrower shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

(p) The words "execute," "execution," "signed," "signature," and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this Agreement, as of the date first above written.

REGIONAL CENTER OF THE EAST BAY, INC., a
California non-profit corporation

By: _____

Name: Rebecca Nanyonjo

Title: Executive Director

By: _____

Name: Frank Pare

Title: President, RCEB Board of Directors

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: Nicole A. Treider

Title: Assistant Vice President

EXHIBIT A

FORM OF BORROWING NOTICE AND CERTIFICATION

_____, 202__

U.S. Bank National Association
100 N Side Square
Shelbyville, TN 37160
Attention: Christy Chambless
Email: christy.chambless@usbank.com and GBDCreditSupport@usbank.com

Attention: Nicole Treider
Email: nicole.treider@usbank.com

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

Ladies and Gentlemen:

REGIONAL CENTER OF THE EAST BAY, INC., a nonprofit corporation organized under the laws of the State of California (the "*Borrower*"), refers to that certain Credit and Security Agreement (Revolving Loan Facility) dated as of June 1, 2026 (as it may be amended, restated, modified or supplemented from time to time, the "*Credit Agreement*"), between the Borrower and U.S. Bank National Association (together with its successors and assigns, the "*Lender*"). Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

Pursuant to Section 1 of the Credit Agreement, the undersigned hereby requests a Loan under the Credit Agreement and in that connection sets forth below the information relating to such Loan (the "*Requested Loan*"), as required by the Credit Agreement.

1. The date of the Requested Loan, which is the date the Borrower is requesting funds be credited to its account, is _____, 202__.
2. The aggregate amount of the Requested Loan is \$ _____.
3. Attached hereto is a copy of the Borrower's written request to DDS for reimbursement (the "*Reimbursement Request*") under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan.

In connection with the Requested Loan, the Borrower, by executing below, hereby certifies to the Lender as follows:

(a) The amount(s) referenced in the Reimbursement Request (1) are due and owing to the Borrower from DDS in full and (2) have been certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, and, in each case, no such amount is, to the best knowledge of the Borrower, subject to offset or defense by DDS. Such amount(s) represent compensation for services that have been rendered by the Borrower in accordance with the terms of the DDS Agreement. Such amounts relate solely to the Borrower's [20__-20__] fiscal year. No part of such amount(s) have been previously received by the Borrower from the DDS.

(b) Upon funding of the Requested Loan, the aggregate principal amount of Loans outstanding under the Credit Agreement on such date will be \$_____ (the "Total Outstanding Loans") and the total Reimbursable Amount due to the Borrower will be \$_____ (the "Total Reimbursable Amount"), such amount consisting of the following unpaid reimbursement requests sent by the Borrower to DDS:

DATE OF REQUEST TO DDS	AMOUNT
_____	\$ _____
_____	\$ _____
	[and so on]
TOTAL:	\$ _____

(c) As of the date hereof, (i) the total amount appropriated to the Borrower by DDS under the DDS Agreement for the Borrower's [20__-20__] fiscal year is \$_____ (the "Appropriated Amount") and (ii) the Borrower has received from DDS \$_____ of reimbursements for the [20__-20__] fiscal year, leaving a remaining available Appropriated Amount of \$_____ (the "Available Appropriated Amount"). As of the date hereof, there are no amounts due from the Borrower to DDS (whether as a result of disputed or rejected reimbursement claims or otherwise), other than \$_____ (such amounts, if any, the "Amounts Owing"). In summary: Appropriated Amount (\$_____) – Reimbursements received (\$_____) – Amounts owing (\$_____) – Available Appropriated Amount (\$_____).

(d) Upon the borrowing of the Requested Loan, the Total Outstanding Loans will not exceed the lesser of (i) the Total Reimbursable Amount due to the Borrower and (ii) the Available Appropriated Amount less any Amounts Owing.

The foregoing request and certification are hereby made as of _____, 202__, by the duly authorized officer executing below, for the benefit of the Lender, with knowledge that the Lender is relying thereon in making the requested Loan.

REGIONAL CENTER OF THE EAST BAY, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____

**CREDIT AND SECURITY AGREEMENT
(UNCOMMITTED REVOLVING LOAN FACILITY)**

This CREDIT AND SECURITY AGREEMENT (UNCOMMITTED REVOLVING LOAN FACILITY) (this “*Agreement*”), dated as of June ~~21, 2025~~2026 (the “*Closing Date*”) and effective on September 1, ~~2025~~2026, is between REGIONAL CENTER OF THE EAST BAY, INC., a California non-profit corporation (the “*Borrower*”) and U.S. BANK NATIONAL ASSOCIATION (together with its successors and assigns, the “*Lender*”).

RECITALS

WHEREAS, the Borrower has requested that the Lender agree to, among other things, provide an uncommitted revolving loan facility in the maximum principal amount of \$85,000,000 (the “*Facility Amount*”) for its operating cash needs for its fiscal year and for Reimbursable Amounts (as hereinafter defined), such Facility Amount to be available for drawing for the period from September 1, ~~2025~~2026, through May ~~29~~28, ~~2026~~2027 (the “*Availability Period*”), and the Lender on an uncommitted basis and in its sole discretion, may determine to extend credit to the Borrower subject to the terms and conditions set forth herein. Certain defined terms used herein have the meanings set forth in Section 11 below.

Accordingly, the parties hereto agree as follows:

SECTION 1. UNCOMMITTED REVOLVING FACILITY; AUTHORIZATION TO DISBURSE.

(a) Subject to the terms hereof, the Lender may in its sole and absolute discretion from time to time on any Business Day during the Availability Period, extend credit to the Borrower in the form of loans (the “*Loans*”) on a revolving basis and ON AN UNCOMMITTED AND DISCRETIONARY BASIS; *provided, however*, that the aggregate principal amount of all Loans outstanding shall not exceed at any time (i) the Facility Amount or (ii) the current aggregate Reimbursable Amount. Within the limits of the Facility Amount, the Borrower may borrow, prepay and reborrow Loans. Loans shall only be made for those amounts so long as the aggregate amount of such Loan and all outstanding Loans do not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, in either case, as demonstrated to the Lender in writing.

(b) The Borrower shall give the Lender irrevocable notice of a requested borrowing in the form of Exhibit A-1 attached hereto, prior to 1:00 p.m., Los Angeles time, at least three (3) Business Days prior to the proposed Borrowing Date, (i) specifying the principal amount of the Loan requested (the “*Requested Loan*”), (ii) specifying the requested Borrowing Date, (iii) attaching a copy of the Borrower’s written request to the DDS for reimbursement under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan and (iv) making the certifications and providing the deliverables set forth in and/or required to be delivered pursuant to Section 8(b) hereof.

(c) Within three (3) Business Days next following the receipt by the Lender of the

Borrowing Request and Certification, the Lender shall inform the Borrower of its decision in its sole discretion to accept or reject such Borrowing Request and Certification. If the Lender shall have agreed to accept such Borrowing Request and Certification, it shall also deliver to the Borrower a Confirmation with respect to the relevant Loan at least two (2) Business Days before the proposed Borrowing Date for such Loan. The Lender's failure to deliver a Confirmation for a Loan requested by the Borrower or to notify the Borrower of acceptance or rejection of a Loan on or before the proposed Borrowing Date for such Loan shall constitute the Lender's rejection of such Borrowing Request and Certification and shall not constitute a default by the Lender under this Agreement.

(d) If the Lender shall have so agreed to make the Loan, then on the proposed Borrowing Date, subject to the satisfaction of the conditions set forth in Section 8(b) hereof, and in reliance upon the representations and warranties of the Borrower set forth in Section 6 hereof, the Lender shall make the Loan to the Borrower by crediting such amount to the Borrower's Primary Operating Account. The Lender is hereby authorized and instructed by the Borrower to disburse the proceeds of the Loan on a revolving basis to the Primary Operating Account. The receipt by the Borrower of the Confirmation by the Lender shall obligate the Borrower to borrow the principal amount of the Loan specified therein on the proposed Borrowing Date thereof on the terms and conditions agreed to in the Confirmation for such Loan. The Borrower agrees that the Lender is hereby authorized and is instructed to disburse the proceeds of any Loan under this Agreement, subject to the terms and conditions hereof, as requested by the Borrower from time to time pursuant to this Agreement, to the Primary Operating Account.

(e) In authorizing the Lender, pursuant to this Section 1, to disburse the proceeds of any Loan under this Agreement to the Primary Operating Account, the Borrower agrees as follows:

(1) The Lender shall disburse proceeds to the Borrower on each applicable Borrowing Date, up to the amount of the Facility Amount in accordance with the foregoing authorization provided that the Borrowing Date is not later than the termination of the Availability Period. The authorization will remain in full force and effect until the Obligations have been fulfilled.

(2) The Lender may decline to advance the proceeds of any Loan if all of the conditions precedent to such Loan set forth in Section 8(b) hereof are not satisfied.

(3) The Lender is authorized to release information concerning Borrower's credit record and financial condition: (i) to suppliers, other creditors, credit bureaus, credit reporting agencies, other credit reporters, and any guarantors, (ii) to or among departments of the Lender and its affiliates, and/or (iii) to other parties pursuant to an order from a governmental agency or court; and the Lender is authorized to obtain such information from any third party at any time and to take such other steps as the Lender deems appropriate to verify such information provided in connection therewith.

(f) THE BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT DOES NOT, AND WILL NOT, CONSTITUTE A COMMITMENT ON THE PART OF THE LENDER TO MAKE ANY LOANS TO THE BORROWER AT ANY TIME OR

FROM TIME TO TIME. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE EXTENSION OF CREDIT TO THE BORROWER BY THE LENDER SHALL BE IN THE LENDER'S SOLE AND ABSOLUTE DISCRETION. THE LENDER SHALL HAVE NO OBLIGATION TO (i) MAKE ANY LOAN UNDER THIS AGREEMENT AND MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, MAKE OR REFUSE TO MAKE ANY LOAN REQUESTED HEREUNDER AND/OR (i) ACCEPT THE BORROWING REQUEST AND CONFIRMATION. The Lender has advised the Borrower that it has established for the Lender's internal administration purposes a credit line in an amount equal to the Facility Amount. The Borrower acknowledges that any reference by the Lender, its officers, employees or agents, to the Dollar amount of credit "available" to the Borrower either in the aggregate or pursuant to any particular Loan shall not be construed as a binding commitment by the Lender to extend credit to the Borrower in such amount.

SECTION 2. RESERVED.

SECTION 3. INTEREST.

(a) ~~Each~~ Subject to Section 3(c) below, each Loan shall bear interest at a rate per annum equal to the ~~Reference~~ sum of (i) Daily Simple SOFR plus (ii) 1.50% (the "SOFR Rate"). Interest shall be payable by the Borrower in arrears on the last day of each calendar month. Interest hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

(b) If any Default or Event of Default shall have occurred and be continuing, all amounts outstanding hereunder shall immediately and without notice bear interest at a rate per annum equal to the ~~Reference~~ SOFR Rate *plus* five percent (5.0%) per annum, payable by the Borrower on demand, from the date of the occurrence of such Default or Event of Default until such Default or Event of Default is no longer continuing (after as well as before judgment).

(c) If SOFR becomes unavailable or ceases to exist, the Lender may, in its discretion, designate a successor to SOFR (which may include a successor index and a spread adjustment). In connection with the selection and implementation of any such replacement rate, the Lender may make any technical, administrative or operational changes that the Lender decides may be appropriate to reflect the adoption and implementation of such replacement rate. The Lender does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, SOFR or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, SOFR.

SECTION 4. REPAYMENT OF LOANS.

(a) The principal amount of the Loans, all unpaid interest thereon and all other Obligations, are due in full on the Maturity Date. In addition, if at any time the aggregate principal amount of the Loans outstanding exceeds the Facility Amount or the aggregate Reimbursable Amount at such time, the Borrower shall immediately repay the Loans in an amount equal to such excess.

(b) The Lender shall invoice the Borrower for payments, fees, expenses, and other amounts payable to the Lender in connection with this Agreement, which invoice(s) shall be due immediately upon receipt. Any amounts paid by the Borrower in response to an invoice shall be paid to the Lender in lawful money of the United States of America in freely transferable and immediately available funds in U.S. Dollars by Fed Wire transfer to: U.S. Bank, Government Banking WIP Account, Routing No.: 042000013, Account No.: 2519956 2160600, Reference: Regional Center of the East Bay, Inc., or such other office as the Lender may designate from time to time. Each such payment shall be made by 2:30 p.m., New York time, on the date such payment is due. Funds received after such time shall be deemed received on the next succeeding Business Day.

SECTION 5. PAYMENTS GENERALLY.

(a) Payments of principal, interest and any other amount due hereunder shall be made to the Lender in the manner set forth in Section 4(b) hereof. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable during such extension.

(b) All payments by the Borrower hereunder shall be made without set off or counterclaim and in such amounts as may be necessary in order that all such payments (after deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any governmental authority, other than any tax on or measured by the overall net income of the Lender) shall not be less than the amounts otherwise specified to be paid hereunder.

(c) *Increased Costs.*

(i) *Increased Costs Generally.* If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender;

(B) subject the Lender to any Taxes of any kind whatsoever with respect to this Agreement or the Loans, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes covered by Section 5(b) hereof and the imposition of, or any change in the rate of any Excluded Taxes payable by the Lender); or

(C) impose on the Lender any other condition, cost or expense affecting this Agreement or the Loans;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining the Loans, or to reduce the amount of any sum received or receivable by the Lender

hereunder or under the Loans (whether of principal, interest or any other amount) then, upon written request of the Lender as set forth in subsection (c)(ii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender, as the case may be, for such additional costs incurred or reduction suffered.

(ii) *Capital or Liquidity Requirements.* If the Lender determines that any Change in Law affecting the Lender or the Lender's parent or holding company, if any, regarding capital or liquidity requirements, has or would have the effect of either (1) affecting the amount of capital or liquidity required or expected to be maintained by the Lender or the Lender's parent or holding company, if any, or (2) reducing the rate of return on the Lender's capital or liquidity or the capital or liquidity of the Lender's parent or holding company, if any, as a consequence of this Agreement, or ownership of the Loans, to a level below that which the Lender or the Lender's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's parent or holding company with respect to capital or liquidity adequacy), then from time to time upon written request of the Lender as set forth in subsection (c)(iii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's parent or holding company for any such reduction suffered.

(iii) *Certificates for Reimbursement.* A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or the Lender's parent or holding company, as the case may be, as specified in paragraph (i) or (ii) of this Section 5(c) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iv) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to this Section 5(c) shall not constitute a waiver of the Lender's right to demand such compensation.

(v) *Survival.* Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 5(c) shall survive the termination of this Agreement and the payment in full of the Loans and the obligations of the Borrower thereunder and hereunder.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

(a) the Borrower is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of California and has the power and authority to own its property (other than real property), lease its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary;

(b) (i) the Borrower is in compliance in all material respects with all Laws applicable to it, and all contractual obligations to which it is party;

(ii) the Borrower has neither received notice nor does it have knowledge that any Governmental Authority or accreditation organization is considering limiting, suspending, terminating, or revoking any Permit, except for notices or occurrences for which the Borrower is pursuing a plan of compliance or taking similar actions to correct any such deficiency in a manner acceptable to the related Governmental Authority or related accreditation organization such that upon completion of the related plan of compliance the Borrower does not reasonably expect a limitation, suspension, termination or revocation of such Permit;

(iii) all Permits are valid and in full force and effect;

(iv) to the extent it participates in a particular Program, the Borrower meets all of the requirements of participation and payment of Medicare, Medicaid, any other state or federal government health care programs and any other public or private third party payor programs (each, a “*Program*” and, collectively, “*Programs*”) and is a party to valid participation agreements for payment by such Programs;

(v) there is no investigation, audit, claim review, or other action pending or, to the knowledge of the Borrower, threatened which could result in a revocation, suspension, termination, probation, material restriction, material limitation, or non-renewal of any Program participation agreement or result in the Borrower’s exclusion from any Program;

(iv) neither the Borrower nor any of its officers and directors has been or is currently excluded from participation in any government health care programs pursuant to 42 U.S.C. § 1320a-7;

(c) the execution, delivery and performance by the Borrower of this Agreement is within its corporate powers, has been duly authorized by all necessary action and does not (i) contravene the Borrower’s articles of incorporation, by-laws or other similar organizational documents, (ii) require any consent or approval of any creditor of the Borrower, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the Board of Governors of the Federal Reserve System of the United States, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the Borrower is a party or by which it or any of its respective property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrower or any affiliate thereof except such Liens, if any, expressly created by a Related Document;

(d) no authorization, approval or other action by, or notice to or filing with, any governmental authority or regulatory body (other than the filing of an appropriate UCC-1 financing statement under Section 7) is required for the due execution, delivery and performance by the Borrower of this Agreement;

(e) this Agreement and the other Related Documents to which the Borrower is a party are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(f) the Borrower will use the proceeds of the Loans solely for its operating cash needs and for other expenses in accordance with the DDS Agreement and no part of the proceeds from the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock;

(g) there is no litigation, proceeding, labor strike, condemnation or other dispute pending, or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or its property;

(h) as to the DDS Agreement, (i) the Borrower has delivered to the Lender a true and correct copy of such Agreement, including all amendments and supplements thereto and (ii) such DDS Agreement is in full force and effect with no defaults by either party thereunder;

(i) all financial statements and other financial information regarding the Borrower provided to the Lender present fairly the financial condition and results of operation of the Borrower, are correct and complete in all material respects, and are consistent with the books and records of the Borrower and since June 30, ~~2024~~2025, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect;

(j) there is no environmental contamination at, under or about any properties leased by the Borrower, or material violation of any environmental law with respect to such properties or the business conducted at such properties, nor has the Borrower received any notice of any such violation;

(k) the Borrower's exact legal name, and the place of formation of the Borrower, are as set forth in the preamble to this Agreement;

(l) the Borrower is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 9(h). Section 7 of this Agreement provides a Lien on and security interest in the Collateral to secure the prompt payment of (i) the Loans, (ii) all Obligations owing to the Lender hereunder and (iii) all Committed Facility Obligations under the Committed Revolving Loan Facility. The Borrower has taken any and all action necessary to perfect the Lien on and security interest in the Collateral, pursuant to Section 7 hereof, by the filing of appropriate financing statements;

(m) all information, reports and other papers and data with respect to the Borrower furnished by the Borrower to the Lender were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections

furnished by the Borrower to the Lender were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Lender in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Loans, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 6(m) or in such information, reports, papers and data or otherwise disclosed in writing to the Lender. The documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts;

(n) no default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Indebtedness. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No “default” or “event of default” under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the Organizational Documents applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its property is bound which could reasonably be expected to result in a Material Adverse Effect. The Borrower is solvent;

(o) none of the Related Documents or this Agreement provide for any payments that would violate any applicable law regarding permissible maximum rates of interest;

(p) the Borrower has not entered into any transaction of any kind with any affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject affiliate as would be obtainable by the subject affiliate at the time in a comparable arm’s length transaction with a Person other than the Borrower;

(q) the Borrower has good and marketable title to its assets except where the failure to have good and marketable title to any of its assets would not have a Material Adverse Effect free and clear of all liens except for those permitted by the Related Documents;

(r) the Borrower currently maintains insurance coverage with insurance companies believed by the Borrower to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the Borrower (as determined in its reasonable discretion) and in full compliance with Section 9(d) hereof;

(s) the representations and warranties of the Borrower contained in the other Related Documents, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Lender. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Lender;

(t) all representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Obligation hereunder shall remain unpaid or unsatisfied;

(u) the Borrower, its Subsidiaries and their respective directors, officers, and employees and, to the knowledge of the Borrower, the agents of the Borrower and its Subsidiaries are in compliance with Anti-Corruption Laws and all applicable Sanctions in all material respects. The Borrower and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance with Anti-Corruption Laws and applicable Sanctions. None of the Borrower, any of its Subsidiaries or any director, officer, employee, agent or affiliate of the Borrower or any of its Subsidiaries is an individual or entity that is, or is 50% or more owned (individually or in the aggregate, directly or indirectly) or controlled by individuals or entities (including any agency, political subdivision or instrumentality of any government) that are (a) the target of any Sanctions or (b) located, organized or resident in a country or territory that is the subject of Sanctions;

(v) (i) neither the Borrower nor any ERISA Affiliate maintains, contributes to or is obligated to maintain or contribute to, or has at any time within the past six years, maintained, contributed to or been obligated to maintain or contribute to, any employee benefit plan which is subject to ERISA;

(ii) all Governmental Plans have been established, operated, administered and maintained in compliance with all laws, regulations and orders applicable thereto, except where such failure so to comply would not

reasonably be expected to have a Material Adverse Effect. All contributions and any other amounts required by applicable law to be paid or accrued by the Borrower with respect to a Governmental Plan has been paid or accrued as required, except where failure so to pay or accrue would not be reasonably be expected to have a Material Adverse Effect;

(iii) the present value of the accrued benefit liabilities under each Governmental Plan that is funded, determined as of the end of the Borrower's most recently ended fiscal year on the basis of reasonable actuarial assumptions, did not exceed the current value of the assets of such Governmental Plan allocable to such benefit liabilities by an amount which would reasonably be expected to have a Material Adverse Effect; and

(w) the Borrower has no knowledge of any existing or pending strike, walkout or work stoppage.

SECTION 7. COLLATERAL.

(a) To secure the payment and performance of the Obligations and the Committed Facility Obligations, the Borrower hereby grants to the Lender a continuing security interest in all personal property and assets of the Borrower, whether now owned or hereafter acquired and wherever located (collectively, the "*Collateral*"), including but not limited to the following: (i) all present and future accounts, accounts receivable, general intangibles, payment intangibles, supporting obligations, agreements, guarantees, contracts, instruments, documents, chattel paper, leases, licenses, contract rights, letter-of-credit rights and other rights to payment, including but not limited to all rights to payment under the DDS Agreement (which such DDS Agreement is not intended to limit or prohibit the granting of a security interest in such rights to payment pursuant to Section 4630 of the California Welfare and Institutions Code, except that the State of California shall have a lien upon any balance in the Borrower's bank account(s) paramount to all other liens, which lien shall secure the repayment of any advance payments made under the DDS Agreement) and all warrants issued by the State of California, whether registered or unregistered; (ii) all present and future demand, time, savings, deposit, securities and like accounts, and all money, cash and cash equivalents, whether or not deposited in any such account; (iii) all present and future stocks, bonds, securities, security entitlements, subscription rights, investment and/or brokerage accounts, and all other investment property, and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto; and (iv) any and all proceeds of the foregoing; *provided* that the Collateral shall not include any governmental permit or any license, contract or agreement to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or any party to such agreement to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any proceeds of any of the foregoing assets; provided further that, any permit, license, contract or agreement excluded in accordance with the foregoing shall cease to be so excluded to the extent (x) such term is rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or (y) all required consents to such assignment and security interest are obtained.

(b) The Lender is hereby authorized to file all such financing statements relating to the Collateral, and to take all such other actions as the Lender may deem appropriate to perfect and to maintain perfected the security interests granted herein. The Borrower shall execute and deliver to the Lender, at the Borrower's expense, all instruments and documents requested by the Lender to fully perfect, protect and maintain the Lender's security interests granted herein or to enable the Lender to exercise and enforce its rights and remedies hereunder.

(c) The Lender may at any time: (i) itself or through its representatives, visit and inspect the Borrower's properties and examine and make abstracts from any of its books and records at any reasonable time, and (ii) during the existence of an Event of Default, notify obligors on the Collateral that the Collateral has been assigned as security to the Lender, request from such obligors information concerning the Collateral and the amounts owing thereon and direct such obligors to direct their performance to the Lender. Nothing contained herein shall constitute an assumption by the Lender of any obligations of the Borrower under any contracts assigned hereunder.

(d) During the existence of an Event of Default, the Lender shall have all rights and remedies under applicable laws or in equity, under this Agreement, and all rights and remedies of a secured party under the UCC, and in addition the following rights and remedies, all of which shall be cumulative and not exclusive and may be exercised with or without notice to the Borrower except as specifically required by applicable law: (i) to foreclose the Liens created hereunder by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (v) to enter into any extension, reorganization, disposition or any other agreement relating to or affecting the Collateral; (vi) to settle, compromise or release, on terms acceptable to the Lender, any amounts owing on the Collateral and/or any disputes with respect thereto; (vii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral; (viii) to enforce payment and prosecute any action or proceeding with respect to the Collateral and take or bring, in the name of the Lender or the Borrower, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral in such order and manner as the Lender in its sole discretion shall determine; (ix) the right to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Lender or the Borrower, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; (x) to the extent permitted by applicable law, to operate the business of the Borrower, directly or through a receiver, by taking possession of the Collateral or any part thereof and collecting and receiving the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender; and (xi) to set-off and appropriate and apply against the Obligations any and all deposits (general or special, time or demand, provisional or final) at any time held or owing by the Lender to or for the credit or the account of the Borrower. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact, effective upon an Event of Default,

with full authority in the place and stead of the Borrower to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected and to preserve, maintain and protect the Collateral.

(e) The proceeds resulting from the collection, sale or other disposition of the Collateral shall be applied, first, to the costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing and preparing for sale, selling, collecting and liquidating the Collateral; and second, to the satisfaction of all Obligations. The Borrower shall be liable for any deficiency. The Borrower waives all claims against the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof.

(f) (i) In the event that (1) an Event of Default has occurred and is continuing pursuant to this Agreement, (2) the Lender has notified the Borrower in writing of the occurrence and continuance of such Event of Default, and (3) the Borrower has failed to cure such Event of Default within fifteen (15) days of the receipt of such notice from the Lender; then, the Lender shall provide written notice to DDS of such Event of Default and request reimbursement of any amounts then due and owing under this Agreement. The Lender shall not request reimbursement from DDS of any amounts that constitute Advance Funds or in excess of funds otherwise due and payable by DDS to the Borrower. Such notice shall be sent to the State of California, Department of Developmental Services, 1600 9th Street, Room 300, MS3-18, Sacramento, California 95814, Attention: Hiren Patel, Esq. Such notice shall specify the amount of defaulted Obligations owing by the Borrower and shall include wire instructions and the address of the Lender.

(ii) The Borrower hereby irrevocably directs the Lender to immediately apply to the Obligations the proceeds of any wire transfer, check or other payment received by the Lender from DDS as contemplated in this subsection (f). To the extent the Lender receives funds from DDS, (1) the Lender shall apply such funds received to the Borrower's Obligations and (2) the Borrower shall credit such payment against sums owed to it by DDS under the DDS Agreement.

SECTION 8. CONDITIONS.

(a) *Conditions to Closing Date.* This Agreement shall become effective upon receipt by the Lender of the following, in each case in form and substance acceptable to the Lender;

(i) this Agreement, duly executed by the Borrower;

(ii) with respect to the Borrower, (A) resolutions of its board of directors or similar governing body, authorizing this Agreement and (B) its signature and incumbency certificate; *provided*, that with respect to clauses (A) and (B), such items may be in the form of an "authorization to obtain credit, grant security, guarantee or subordinate," in form and substance satisfactory to the Lender;

(iii) a certificate issued by an appropriate official of the Borrower's jurisdiction of organization stating that the Borrower is in good standing in such jurisdiction;

(iv) a copy of the DDS Agreement, along with the most recent amendment to

such Agreement extending such Agreement through the Availability Period;

(v) (A) a UCC search against the Borrower, showing no Liens against the Collateral and (B) such Uniform Commercial Code financing statements (appropriately completed) for filing in such jurisdictions as the Lender may reasonably request to evidence the Liens granted to Lender herein;

(vi) an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act;

(vii) Chapman and Cutler LLP, as counsel to the Lender, shall have received payment of its reasonable legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents; and

(viii) such other approvals, opinions and documents as it may reasonably request and all legal matters incident to the making of the Loan shall be satisfactory to the Lender.

(b) *Additional Conditions to Loans.* The agreement of the Lender to make each Loan from time to time requested to be made hereunder is subject to the satisfaction, immediately prior to or concurrently with the making of such Loan, of the following: (i) the following statements shall be true and the Borrower’s acceptance of the proceeds of such Loan shall be deemed to be a representation and warranty of the Borrower, on the date of such Loan, that: (A) the representations and warranties contained in this Agreement and each certificate or other writing delivered to the Lender in connection herewith are correct on and as of such date in all material respects as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date; and (C) the aggregate amount of such Loan and all outstanding Loans does not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budget and, in either case as demonstrated the Lender in writing, (ii) the making of such Loan shall not contravene any law, rule or regulation applicable to the Lender or the Borrower and (iii) at the Lender’s discretion, receipt by the Lender of a UCC search against the Borrower, showing no Liens against the Collateral.

SECTION 9. COVENANTS.

So long as any Obligation shall be outstanding or any Facility Amount shall remain, the Borrower shall:

(a) (i) preserve and maintain its corporate existence and good standing in California, and comply in all material respects with all applicable laws, rules, regulations and orders, (ii) take all reasonable action to maintain all Permits necessary for the normal conduct of its business, including, without limitation, the maintenance of its status as a provider of acute care services eligible for reimbursement under the Medicare and Medicaid programs, and such other similar federal and state reimbursement or repayment

programs unless the failure to maintain any such Permit could not reasonably be expected to result in a Material Adverse Effect, (iii) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (iv) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (v) use commercially reasonable efforts to operate and maintain the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect;

(b) (i) keep adequate records and books of account, in which full and correct entries shall be made in accordance with GAAP of all financial transactions of the Borrower, its assets and its business and (ii) permit any Person designated by the Lender (at the expense of the Borrower) to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by Law, including, without limitation, any Health Care Law, or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Lender may reasonably request;

(c) furnish to the Lender: (i) as soon as available and in any event within two hundred seventy (270) days after its fiscal year end, a copy of its financial statements audited by an independent accounting firm satisfactory to the Lender, (ii) within three Business Days after receipt thereof, notice of (A) any default under the DDS Agreement or any rejection or reduction by DDS in any Reimbursable Amount previously notified to the Lender, any material adverse change in its business, (B) any Default or Event of Default, or notice thereof, hereunder, which shall be accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto, (C) all actions, suits, disputes or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect, (D) any event, situation or circumstance which could reasonably be expected to result in a Material Adverse Effect, accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence and what action the Borrower has taken or proposes to take with respect thereto, and (E) the occurrence of any Health Care Reportable Event, (iii) promptly following a written request of the Lender, and in any event within three Business Days of the receipt of such request, a certificate of an authorized representative of the Borrower as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement, (iv) for the first three cash advance claims under the DDS Agreement for its fiscal year, within three Business Days after delivery thereof, a copy of each written

request to DDS for reimbursement and (v) promptly following a written request of the Lender, such other information regarding the business affairs, financial condition and/or operations of the Borrower as the Lender may from time to time reasonably request;

(d) maintain, with financially sound and reputable insurance companies or associations liability insurance and property insurance in at least such amounts and against such risks as are typically insured against in the same general area by companies engaged in the same or a similar business;

(e) (i) maintain its primary depository relationship with the Lender, and substantially all its deposit accounts with the Lender and (ii) not enter into any deposit account control agreement, securities account control agreement or any other agreement of similar force and effect with respect to the Primary Operating Account unless the Lender is a party thereto;

(f) upon receipt of any registered warrants issued by the State of California, either (i) apply the proceeds thereof to payment of the Obligations or (ii) promptly endorse the same in favor of the Lender as additional collateral, as the Lender may elect in its discretion;

(g) not create, incur, assume or suffer to exist any Indebtedness except for (i) Indebtedness created under this Agreement or otherwise owing to the Lender and (ii) capital leases in each case approved by the Lender in writing;

(h) not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues except for: (i) Liens created under this Agreement or otherwise secured Indebtedness owing to the Lender, (ii) Liens securing capital leases approved by the Lender in writing and (iii) Liens in favor of DDS and existing pursuant to the terms of the DDS Agreement;

(i) not (i) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); (ii) sell, transfer, convey, exchange, lease or otherwise dispose of any of its properties, business or assets; (iii) make any advance, loan, extension of credit or other investment in any Person except short-term liquid investments acceptable to the Lender or (iv) engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto;

(j) not change its legal name, or its place of incorporation, formation or organization (as applicable) from those specified in the preamble to this Agreement;

(k) (i) (A) comply with all Laws (including, without limitation, environmental laws, Health Care Laws, Anti-Corruption Laws and applicable Sanctions) applicable to it and its property, and (B) perform in all material respects its obligations under material agreements to which it is a party except, in each case, where non-compliance could not reasonably be expected to result in a Material Adverse Effect,

such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate;

(ii) (A) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and (B) not use or allow any tenants or subtenants to use, or permit any Subsidiary to use or allow any tenants or subtenants to use, its property for any business activity that violates any applicable federal or state law or that supports a business that violates any federal or state law;

(l) not enter into, nor will it permit any other affiliate to, enter into any transaction of any kind with any affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject party as would be obtainable by the subject party at the time in a comparable arm's length transaction with a Person other than the Borrower or an affiliate;

(m) not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document (other than amendments to the DDS Agreement to allocate funds made available from budget augmentations) or the Organizational Documents of the Borrower without the prior written consent of the Lender;

(n) (i) provide notice of any liability with respect to one or more Governmental Plans which could reasonably be expected to have a Material Adverse Effect;

(ii) not maintain, contribute to or be obligated to maintain or contribute to or have any liabilities with respect to any employee benefit plan which is subject to ERISA;

(o) not take or omit to take any action, which action or omission will in any way (i) result in the proceeds from the of the Loans being applied in a manner other than as provided herein, (ii) which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect, (iii) directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (B)(1) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (2) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as Lender, underwriter, advisor, investor, or otherwise);

(p) perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party;

(q) to the extent permitted by the DDS Agreement, law and the State of California, ensure that the Lender has the sole lien on Reimbursed Funds in the Borrower's accounts and a junior lien (subject only to the paramount lien of DDS) on Advance Funds in the accounts; and

(r) provide, and shall cause each Subsidiary to provide, such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with anti-money laundering laws and regulations.

SECTION 10. EVENTS OF DEFAULT.

The term "*Event of Default*" shall mean any of the following:

- (a) the use of the proceeds of the Loans in any manner not permitted hereunder;
- (b) the failure of the Borrower to make any payment required under this Agreement when due;
- (c) any breach, misrepresentation or other default by Borrower under any term or provision of this Agreement or any other agreement with the Lender or in any certificate or statement delivered hereunder or thereunder;
- (d) the Borrower shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 10(e) of this Agreement;
- (e) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial part of its property, or a proceeding described in Section 10(d)(v) hereof shall be instituted against the Borrower and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(f) the failure of the Borrower to comply with any order, judgment, injunction, decree, writ or demand of any court or other public authority;

(g) the filing or recording against the Borrower, or the property of the Borrower, of any notice of levy, notice to withhold, or other legal process for taxes;

(h) the default by the Borrower on any Obligation hereunder; or the default in the observance or performance of any agreement or condition relating to any Indebtedness of the Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause, or permit (determined without regard to whether any notice is required), any such Indebtedness to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Indebtedness;

(i) the issuance against the Borrower, or the property of the Borrower, of any writ of attachment, execution, or other judicial lien or any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than \$100,000 shall be entered or filed against the Borrower or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(j) the sale or transfer of greater than ten percent (10%) of the assets of the Borrower or a change of ownership or membership interest of the Borrower;

(k) any of Fitch Ratings, Inc., Moody's Investors Service and Standard & Poor's Ratings Services shall have downgraded its unenhanced credit rating assigned to the State of California below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its rating of the same;

(l) the DDS Agreement shall be terminated by either party, or any material amendment or modification thereto shall be made that could have a material adverse effect on the Borrower's ability to pay the Obligations;

(m) any Related Document or any material provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of the Lender, all the Obligations, ceases to be in full force and effect, or the Borrower or any Governmental Authority contests in any manner the validity or enforceability of any Related Document or any provision thereof, or the Borrower denies that it has any or further liability or obligation under any Related Document, or purports to revoke, terminate, or rescind any Related Document or any provision thereof;

(n) the Borrower shall default in the due performance or observance of any of

the covenants set forth in Section 9 hereof; or the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement (other than with respect to any Event of Default specified in this Section 10) or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(o) (i) the amount (if any) by which the aggregate present value of accrued benefit liabilities under all funded Governmental Plans exceeds the aggregate current value of assets of such Governmental Plans by an amount which would reasonably be expected to result in a Material Adverse Effect; or (ii) the Borrower becomes subject to any liability with respect to one or more Governmental Plans that would reasonably be expected to result in a Material Adverse Effect; or (iii) the Borrower fails to administer or maintain a Governmental Plan in compliance with the requirements of any applicable laws, statutes, rules, regulations or court orders and such failure would reasonably be expected to result in a Material Adverse Effect.

Upon the occurrence of any Event of Default, the Lender, in its discretion, may cease making Loans hereunder and may declare the Loans and all other Obligations under this Agreement immediately due and payable; however, upon the occurrence of any Event of Default described in subsections (d), (e), (f) or (g) above, all principal, interest, fees, expenses, charges and other Obligations owing under this Agreement shall automatically become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may, at its option, compute the interest rate applicable to Borrower's obligations hereunder at a per annum rate equal to five percent (5%) in excess of the applicable interest rate specified in Section 3(a) above, calculated from the date of the occurrence of such Event of Default until all amounts due and payable hereunder are paid in full. Upon the occurrence of an Event of Default, the Lender may exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in this paragraph) and as otherwise available at law and at equity. Upon any failure by the Borrower to make required payments of principal, interest or other amounts due and owing with respect to any Loan, no provision in the DDS Agreement is intended to limit or prohibit the Lender from setting off against or otherwise applying funds on deposit in the accounts of the Borrower at the Lender to satisfy the Obligations of the Borrower.

SECTION 11. DEFINITIONS.

Unless the context otherwise requires, terms defined in the UCC and not otherwise defined in this Agreement shall have the meanings defined for those terms therein. In addition, capitalized terms not otherwise defined herein shall have the following respective meanings:

“Advance Funds” means any fund paid in advance by DDS to the Borrower pursuant to Section III(3) of the DDS Agreement for services not yet rendered by the Borrower, including DDS's reimbursements to the Borrower for its expenditures that are then applied to replenish Advance Funds. The Borrower is indebted to DDS for the amount of Advance Funds received by the Borrower for any fiscal year, until such amount is either repaid by the Borrower or DDS or reduced through offset by DDS against reimbursement claims submitted by the Borrower to DDS.

“*Anti-Corruption Laws*” means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and any other anti-corruption law applicable to the Borrower and its Subsidiaries.

“*Availability Period*” has the meaning set forth in the recitals hereof.

“*Beneficial Owner*” means a single individual with significant responsibility to control, manage or direct the Borrower.

“*Borrowing Date*” means the date on which the proceeds of a Loan will be available in the Borrower’s Primary Operating Account.

“*Borrowing Request and Certification*” means, with respect to any Loan, the Borrower’s written request for the Lender to make a Loan substantially in the form of Exhibit A-1 or such other form as the Lender may specify from time to time.

“*Budgets*” means the Borrower’s purchase of services (POS) and operations (OPS) budgets, each as set forth in Exhibit A to the DDS Agreement, as each budget may be amended from time to time in accordance with the DDS Agreement.

“*Business Day*” a day other than a Saturday, Sunday, a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or other day on which commercial banks in the State of California are authorized or required by law to close.

“*Certificate of Beneficial Ownership*” means a certificate in form and substance acceptable to the Lender (as amended or modified by the Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Committed Facility Obligations*” means the Obligations (as such term is defined

in the Committed Revolving Loan Facility) of the Borrower under the Committed Revolving Loan Facility.

“*Committed Revolving Loan Facility*” means that certain Credit and Security Agreement (Revolving Loan Facility) dated as of June ~~21, 2025~~2026, between the Borrower and the Lender.

“*Confidential Information*” means any sensitive or confidential information regarding the Borrower, the Lender or any affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“*Confirmation*” means, with respect to any Loan, the Lender’s written confirmation (including by e mail or by other electronic means of communication) of the terms upon which the Lender would agree to make such Loan substantially in the form of Exhibit A-2 or such other form as the Lender may specify from time to time.

“*Daily Simple SOFR*” means, for any day, an interest rate per annum equal to the greater of (i) zero percent and (ii) SOFR for the day that is five SOFR Business Days prior to (A) if such day is a SOFR Business Day, such day, or (B) if such day is not a SOFR Business Day, the SOFR Business Day immediately preceding such day, reset as and when Daily Simple SOFR changes; provided that if SOFR is not published on such SOFR Business Day due to a holiday or other circumstance that the Lender deems in its sole discretion to be temporary, the applicable SOFR rate shall be the SOFR rate last published prior to such SOFR Business Day. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to Borrower.

“*DDS*” the Department of Developmental Services, an agency of the State of California, and any successor agency having the same function.

“*DDS Agreement*” that certain written agreement between the DDS and the Borrower, pursuant to which the Borrower provides services to persons with disabilities as contemplated by the Lanterman Developmental Disabilities Services Act, as such agreement may be amended, extended, supplemented or replaced from time to time.

“*Default*” any of the events specified in Section 10, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“*ERISA Affiliate*” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to

Section 412 of the Code).

“Excluded Taxes” means, with respect to the Lender, Taxes imposed on or measured by its overall net income (however denominated), franchise Taxes and branch profit Taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which it is incorporated or is organized or in which its principal executive office is located.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“Governmental Authority” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“Governmental Plan” means any plan, fund or similar program that is established or maintained by a or for a governmental entity which plan, fund or similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement of payments to be made upon termination of employment for which the Borrower could be liable and which is not subject to ERISA.

“Health Care Laws” means all relevant federal and state Laws regulating health services or payment, including, but not limited to, Section 1128B(b) and Section 1877 of the Social Security Act, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 *et seq.*), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d-1320d-8), Medicare, Medicaid, and any other state or federal law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance which regulates kickbacks, patient or program charges, recordkeeping, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation, or any other aspect of providing health care.

“Health Care Reportable Event” means (a) the Borrower becomes subject to any civil or criminal investigations, or any material inquiries, validation reviews, program integrity reviews, reimbursement audits or statements of deficiencies, involving and/or

related to its compliance with Health Care Laws; (b) any material exclusion, voluntary disclosure, notice of claim to recover material overpayments, revocation, suspension, termination, probation, restriction, limitation, denial, or non-renewal affecting the Borrower with respect to any material Program; or (c) the occurrence of any reportable event under any settlement agreement or corporate integrity agreement involving and/or related to its compliance with Health Care Laws entered into with any Governmental Authority.

“Indebtedness” as to any Person, means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all obligations of such Person evidenced by notes, bonds, debentures, loan agreements or other similar instruments, (iii) all indebtedness created or arising under any conditional-sale or other title-retention agreement with respect to property acquired by such Person, (iv) all capitalized leases obligations of such Person, (v) all obligations of such Person under a Swap Contract, (vi) all obligations, contingent or otherwise, of such Person under acceptance, under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (vii) all guarantee obligations of such Person and all other obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to secure a credit against loss in respect of, indebtedness or obligations of others of the kinds referred to above and (viii) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person.

“Indemnified Taxes” means Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Related Document, other than Excluded Taxes and Other Taxes.

“Law” means, collectively, any treaty or any international, foreign, federal, regional, state and local law, statute, rule, guideline, ordinance, regulation, code, license, authorization, decision, injunction, interpretation or administration, order or decree or precedent of any court, or other Governmental Authority and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, security agreement, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

“*Material Adverse Effect*” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party or the rights, security, interests or remedies of the Lender hereunder or under any other Related Document.

“*Maturity Date*” means the last day of the Availability Period.

“*Medicaid*” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“*Medicare*” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connection with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“*Obligations*” the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and whether or not at a default rate) the Loans, and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement and any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“*OFAC*” means the U.S. Department of the Treasury’s Office of Foreign Assets

Control, and any successor thereto.

“*Organizational Documents*” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Related Document.

“*Patriot Act*” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“*Permit*” means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable Law or any accrediting organization.

“*Person*” any individual, firm, partnership, joint venture, corporation, limited liability company, association, business enterprise trust, unincorporated organization, government or department or agency thereof or other entity, whether acting in an individual, fiduciary or other capacity.

“*Primary Operating Account*” means the account of the Borrower held at U.S. Bank National Association, DDA Number 000158300161862, CDL Number 00131063, Fed ABA Number 00122235821, DDA Account Name: Regional Center of The East Bay, Inc.

~~“*Reference Rate*” the rate of interest per annum publicly announced from time to time by the Lender as its “reference rate” or “prime rate” in effect at its office in New York, New York. Such rate is a rate set by the Lender based upon various factors including the Lender’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. The Reference Rate hereunder shall automatically change as and when the “reference rate” publicly announced by the Lender shall change. Notwithstanding anything set forth herein to the contrary, in the event that the Reference Rate is less than zero, it shall be deemed to be zero for purposes of this Agreement.~~

“*Reimbursable Amount*” means, on any date, the aggregate amount owing and

unpaid by the DDS to the Borrower under the DDS Agreement, which amounts (i) represent compensation for services that have been rendered by the Borrower (and not advance payments by the DDS) in accordance with the terms of the DDS Agreement and (ii) are the subject of written requests for reimbursement sent by the Borrower to the DDS.

“*Reimbursed Funds*” means any funds received by the Borrower from DDS that are not Advance Funds.

“*Related Documents*” means this Agreement, the DDS Agreement, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Risk-Based Capital Guidelines*” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“*Sanctions*” means sanctions administered or enforced from time to time by the U.S. government, including those administered by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Business Day*” means any day (other than a Saturday or Sunday) on which banks generally are open in New York City, New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system except a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*Subsidiary*” of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*UCC*” the Uniform Commercial Code of the State of California.

SECTION 12. MISCELLANEOUS.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

(b) All notices and other communications to be given with respect hereto shall be in writing and mailed or delivered by reputable courier or by fax or by e mail or by other electronic means of communication capable of creating a written record of such notice and its receipt. To the extent that any electronic means of communication notice is permitted hereunder, the parties hereto shall provide appropriate e mail addresses or facsimile numbers. All such notices and communications shall be sent to the respective addresses for the parties set forth below, or to such other address as a party may specify by notice given in accordance with the provisions hereof:

If to the Borrower:

Regional Center of The East Bay, Inc.
500 Davis Street, Suite 100
San Leandro, California 94577

If to the Lender for Advances:

U.S. Bank National Association

~~Cupertino De Anza~~
~~10381 S De Anza Blvd~~
~~Cupertino, CA 95014~~
100 N Side Square
Shelbyville, TN 37160

Attention: ~~Credit Support~~Christy Chambless
Email: christy.chambless@usbank.com and
GBDCreditSupport@usbank.com

Attention: ~~Diane Henry~~Nicole Treider
Email: ~~diane.henry1~~
nicole.treider@usbank.com

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

~~Attention: Christy Chambless~~
~~Telephone: (931) 684-8043~~
~~Email: christy.chambless@usbank.com~~

~~Attention: Tiana Cabrera~~
~~Telephone: (669) 437-0709~~
~~Email: tiana.cabrera@usbank.com~~

If to the Lender for all other matters:

U.S. Bank National Association

Attention: ~~Diane Henry~~Nicole Treider
Email: ~~diane.henry1~~
nicole.treider@usbank.com

U.S. Bank National Association
U.S. Bank Center Milwaukee
777 E Wisconsin Avenue
Milwaukee, WI 53202
MK-WI-T5GBIC

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

(c) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided

under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) The Borrower agrees to pay on demand all costs and expenses incurred by the Lender (including all attorneys' fees, including the allocated costs of in-house counsel to the Lender) in connection with the enforcement of this Agreement and any instrument or document executed in connection herewith, including losses, costs and expenses sustained as a result of a default by the Borrower in the performance of its obligations contained herein or in any related document. The Borrower agrees to pay, and indemnify and hold harmless the Lender and its officers, directors and agents (each, an "*Indemnitee*") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery and enforcement of this Agreement and any document or instrument executed in connection herewith or the use of the proceeds of the Loans (all the foregoing, collectively, the "*indemnified liabilities*"), other than indemnified liabilities arising from the gross negligence or willful misconduct of the Lender, as determined in a final, nonappealable judgment by a court of competent jurisdiction. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of the Loans or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby. The obligations of the Borrower under this paragraph shall survive the payment in full of the Loans.

(e) (i) All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of any Loan hereunder and shall continue in full force and effect until all of the Obligations hereunder shall have been paid in full. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns; provided that the Borrower may not assign any interest in this Agreement without the prior written consent of the Lender. The Lender may assign to any Person all or any part of, or any interest in, the Lender's rights and benefits under this Agreement and any document or instrument executed in connection herewith and to the extent of such assignment such assignee shall have the same rights and benefits against the Borrower as it would have had if it were the Lender hereunder. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person) in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of the Loans owing to it) and such participants shall be entitled to the benefits of this Agreement to the same extent as if they were a direct party hereto. Whenever in this Agreement any of the parties hereto is referred to, such reference shall, be deemed to include the successors and assigns of such party.

(ii) The Lender may at any time pledge or grant a security interest in all or any portion of

its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without reference to its choice of law rules).

(g) ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT (EACH A “CLAIM”), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY TO THIS AGREEMENT, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 (“REFERENCE”). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS PARAGRAPH SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS PARAGRAPH. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A “PROVISIONAL REMEDY” AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 12(D) HEREOF, THE BORROWER SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

Subject to the foregoing, each party hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of California, the courts of the United States of America for the Central District of California, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same; and

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to any party at its address set forth in Section 12(b) (with, in the case of the Lender, a copy of such service of process to the following address: Office of the General Counsel, 400 California Street, San Francisco, California 94104).

(h) This Agreement sets forth the entire agreement between the Borrower and the Lender relating to the subject matter hereof. This Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) (i) The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and its affiliates, which information includes the name and address of the Borrower and its affiliates and other information that will allow the Lender to identify the Borrower and its affiliates in accordance with the Patriot Act. The Borrower hereby agree that it shall promptly provide such information upon request by the Lender.

(ii) The Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or its affiliates is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Borrower or its affiliates or from otherwise conducting business with the Borrower or its affiliates, and (b) ensure that the Loan proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause each of its affiliates and any of their respective subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended. The Borrower agrees to provide documentary and other evidence of the Borrower’s and the Borrower’s affiliates’ identities as may be requested by the Lender at any time to enable the Lender to verify the Borrower’s and the Borrower’s affiliates identity or to comply with any applicable law or regulation.

(j) (i) Upon the occurrence of an Event of Default, the Lender may, at any time and from time to time, without notice to the Borrower or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Lender shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other debt at any time held or owing by the Lender to or for the credit or the account of any or all of the Borrower.

(ii) The Lender agrees promptly to notify the Borrower after any such set-off and application referred to in subsection (i) above, *provided* that the failure to give such notice shall

not affect the validity of such set-off and application. Subject to the provisions of subsection (i) above, the rights of the Lender under this Section 12(j) are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

(k) If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(l) From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or continue and preserve the Lien hereof. Upon any failure by the Borrower to do so, the Lender may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Lender the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Borrower irrevocably authorizes the Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by the Lender to establish or maintain the validity, perfection and priority of the security interests granted herein, and the Borrower ratifies any such filings made by the Lender prior to the date hereof. In addition, at any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender.

(m) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

(n) In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower, on behalf of itself, its affiliates, acknowledges and agrees, and acknowledges its affiliates' understanding, that: (a) (i)

the services regarding this Agreement and the Related Documents provided by the Lender and any affiliate of the Lender are arm's-length commercial transactions between the Borrower and its affiliates on the one hand, and the Lender and its affiliates, on the other hand, (ii) each of the Borrower and its affiliates has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (iii) the Borrower, on behalf of itself, and its affiliates is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents and (iv) the Lender has not provided any advice or assumed any (and has no) advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender or any affiliate of the Lender has provided other services or advised or is currently providing other services or advising the Borrower on other matters); (b) (i) the Lender and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (as a municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934, as amended) or otherwise), agent or fiduciary, for the Borrower or its affiliates, or any other Person and (ii) neither the Lender nor any of its affiliates has any obligation to the Borrower or its affiliates with respect to the transactions contemplated by this Agreement and the Related Documents except those obligations expressly set forth herein; and (c) the Lender and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its affiliates and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the Borrower or its affiliates. To the fullest extent permitted by Law, the Borrower, on behalf of itself and its affiliates, hereby waives and releases any claims that it may have against the Lender or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement or the other Related Documents.

(o) In the event the Borrower files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*") (each such posting, an "*EMMA Posting*"), the Borrower shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

(p) The words "execute," "execution," "signed," "signature," and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of

a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this Agreement, as of the date first above written.

REGIONAL CENTER OF THE EAST BAY, INC., a
California non-profit corporation

By: _____
Name: Rebecca Nanyonjo
Title: Executive Director

By: _____
Name: Frank Pare
Title: President, RCEB Board of Directors

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: ~~Brian D. Richter~~ Nicole A. Treider
Title: ~~Senior~~ Assistant Vice President

EXHIBIT A-1

FORM OF BORROWING REQUEST AND CERTIFICATION

_____, 202__

U.S. Bank National Association

~~Cupertino De Anza~~

~~10381 S De Anza Blvd~~

~~Cupertino, CA 95014~~

~~100 N Side Square~~

~~Shelbyville, TN 37160~~

Attention: ~~Credit Support~~Christy Chambless

Email: ~~christy.chambless@usbank.com~~ and GBDCreditSupport@usbank.com

Attention: ~~Diane Henry~~Nicole Treider

Email: ~~diane.henry~~nicole.treider@usbank.com

Attention: Brian D. Richter

Telephone: (414) 588-7722

Email: brian.richter@usbank.com

~~Attention: Christy Chambless~~

~~Telephone: (931) 684-8043~~

~~Email: christy.chambless@usbank.com~~

~~Attention: Tiana Cabrera~~

~~Telephone: (669) 437-0709~~

~~Email: tiana.cabrera@usbank.com~~

Ladies and Gentlemen:

REGIONAL CENTER OF THE EAST BAY, INC., a nonprofit corporation organized under the laws of the State of California (the “Borrower”), refers to that certain Credit and Security Agreement (Uncommitted Revolving Loan Facility) dated as of June ~~21, 2025~~2026, and effective on September 1, ~~2025~~2026 (as it may be amended, restated, modified or supplemented from time to time, the “Credit Agreement”), between the Borrower and U.S. Bank National Association (together with its successors and assigns, the “Lender”). Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

Pursuant to Section 1 of the Credit Agreement, the undersigned hereby requests a Loan under the Credit Agreement and in that connection sets forth below the information relating to such Loan (the “Requested Loan”), as required by the Credit Agreement.

1. The date of the Requested Loan, which is the date the Borrower is requesting funds be credited to its account (which shall be a Business Day not earlier than

three (3) Business Days following delivery of this Borrowing Request and Certification), is _____, 202__.

2. The aggregate amount of the Requested Loan is \$ _____.

3. Attached hereto is a copy of the Borrower’s written request to DDS for reimbursement (the “*Reimbursement Request*”) under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan.

If the Loan is disbursed, the terms and conditions of the Lender’s Confirmation and the Agreement will govern the rights and obligations of the Borrower and the Lender with respect to such Loan.

In connection with the Requested Loan, the Borrower, by executing below, hereby certifies to the Lender as follows:

(a) The amount(s) referenced in the Reimbursement Request (1) are due and owing to the Borrower from DDS in full and (2) have been certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, and, in each case, no such amount is, to the best knowledge of the Borrower, subject to offset or defense by DDS. Such amount(s) represent compensation for services that have been rendered by the Borrower in accordance with the terms of the DDS Agreement. Such amounts relate solely to the Borrower’s [20__-20__] fiscal year. No part of such amount(s) have been previously received by the Borrower from the DDS.

(b) Upon funding of the Requested Loan, the aggregate principal amount of Loans outstanding under the Credit Agreement on such date will be \$ _____ (the “*Total Outstanding Loans*”) and the total Reimbursable Amount due to the Borrower will be \$ _____ (the “*Total Reimbursable Amount*”), such amount consisting of the following unpaid reimbursement requests sent by the Borrower to DDS:

DATE OF REQUEST TO DDS	AMOUNT
_____	\$ _____
_____	\$ _____
	[and so on]
TOTAL:	\$ _____

(c) As of the date hereof, (i) the total amount appropriated to the Borrower by DDS under the DDS Agreement for the Borrower’s [20__-20__] fiscal year is \$ _____ (the “*Appropriated Amount*”) and (ii) the Borrower has received from DDS \$ _____ of reimbursements for the [20__-20__] fiscal year, leaving a remaining available Appropriated Amount of \$ _____ (the “*Available Appropriated Amount*”). As of the date hereof, there are no amounts due from the Borrower to DDS (whether as a result of disputed or rejected reimbursement claims or otherwise), other than \$ _____

(such amounts, if any, the “*Amounts Owning*”). In summary: Appropriated Amount (\$ _____) – Reimbursements received (\$ _____) – Amounts owing (\$ _____) – Available Appropriated Amount (\$ _____).

(d) Upon the borrowing of the Requested Loan, the Total Outstanding Loans will not exceed the *lesser of* (i) the Total Reimbursable Amount due to the Borrower and (ii) the Available Appropriated Amount *less* any Amounts Owning.

The foregoing request and certification are hereby made as of _____, 202__, by the duly authorized officer executing below, for the benefit of the Lender, with knowledge that the Lender is relying thereon in making the requested Loan.

REGIONAL CENTER OF THE EAST BAY, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A-2

FORM OF CONFIRMATION

[Date]

To: Regional Center of the East Bay, Inc.

Ladies and Gentlemen:

Reference is made to the Credit and Security Agreement (Uncommitted Revolving Loan Facility) dated as of June 21, 2025~~2026~~, and effective on September 1, 2025~~2026~~ (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") between the Borrower and U.S. Bank National Association (together with its successors and assigns, the "Lender"). Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

Subject to, and in accordance with, the terms and conditions of the Agreement, the Lender hereby agrees to the make the following Loan to the Borrower:

Principal Amount: \$ _____

Borrowing Date (which shall be a Business Day not earlier than **[two (2) Business Days]** following delivery of this Confirmation): _____

The Loan identified herein shall be governed by, and construed in accordance with, the terms and conditions of the Agreement and this Confirmation. In the event of a conflict between the terms of the Borrowing Request and Certification and this Confirmation, the terms of this Confirmation shall prevail.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

PERFECTION CERTIFICATE

To: U.S. Bank National Association, with its successors and assigns

The undersigned, Rebecca Nanyonjo, Executive Director, and Frank Pare, President, RCEB Board of Directors, of REGIONAL CENTER OF THE EAST BAY, INC. (“*Borrower*”), hereby represent and warrant to you as follows:

1. NAMES OF THE BORROWER/ORGANIZATION

a. The name of Borrower as it appears in its current organizational documents, the type of organization (e.g., corporation, limited liability company, partnership), jurisdiction of formation, organizational identification number, federal employer identification number, jurisdictions where qualified to transact business as a foreign entity, and list of all other names (including fictitious names, d/b/a’s, trade names or similar names) currently used by Borrower or used within the past five years, are as follows:

NAME OF BORROWER	TYPE OF ORGANIZATION	JURISDICTION OF FORMATION	ORGANIZATIONAL IDENTIFICATION NUMBER	FEDERAL EMPLOYER IDENTIFICATION NUMBER	OTHER JURISDICTIONS WHERE QUALIFIED TO TRANSACT BUSINESS	OTHER NAMES CURRENTLY USED OR USED WITHIN THE PAST FIVE YEARS
Regional Center of the East Bay, Inc.	Corporation 501 (c) 3	California	N/A	94-2337299	N/A	N/A

b. The following are the names of all entities which have been merged into Borrower during the past five years (and include name of surviving Borrower and date of merger):

[N/A]

c. The following are the names and addresses of all entities from whom Borrower has acquired any real or personal property in a transaction not in the ordinary course of business during the past five years, together with the date of such acquisition and the type of property acquired:

[N/A]

d. Attached are copies of all organizational documents of Borrower, along with copies of any agreements, certificates or other instruments evidencing equity securities (other than common stock), including warrants, option agreements, partnership agreements, limited liability company agreements and similar instruments and agreements.

2. LOCATIONS OF THE LOAN PARTIES AND THEIR PROPERTY

a. The chief executive office of Borrower is presently located at the following address:

NAME OF BORROWER	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE
Regional Center of the East Bay, Inc.	500 Davis Street, San Leandro, CA 94577

b. Borrower's books and records are located at the following additional addresses (if different from the above):

NAME OF BORROWER	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE
Regional Center of the East Bay, Inc.	500 Davis Street, San Leandro, CA 94577

c. The following are all the locations where Borrower owns, leases, or occupies any real property and attached are copies of the leases, if applicable, or descriptions of the real property:

NAME OF BORROWER	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE	USAGE AND SQUARE FOOTAGE/ ACREAGE	OWNED/LEASED
Regional Center of the East Bay, Inc.	500 Davis Street, # 100, San Leandro, CA 94577	67,186 sq. ft.	Leased
Regional Center of the East Bay, Inc.	1320 Willow Pass Rd, # 300 Concord, CA 94520	24,811 sq.ft	Leased
Regional Center of the East Bay, Inc.	1320 Willow Pass Rd, # 400 Concord, CA 94520	11,376 sq.ft	Leased
Regional Center of the East Bay, Inc.	1320 Willow Pass Rd, #410/490 Concord, CA 94520	3,840 sq.ft	Leased

- d. In addition to the locations listed in 2.c. above, the following are all of the locations where Borrower maintains any other property and, if relevant, the person having possession of such property (e.g., warehousemen, bailee, consignee): N/A

NAME OF BORROWER	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE	PERSON IN POSSESSION OF PROPERTY (INCLUDING DESCRIPTION OF ARRANGEMENT)

3. SPECIAL TYPES OF COLLATERAL

- a. The following lists all the investment property held by Borrower: N/A

NAME OF BORROWER	NAME OF ISSUER OF INVESTMENT PROPERTY	TYPE OF ORGANIZATION (E.G., CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY)	JURISDICTION OF ORGANIZATION	NO. (AND TYPE) OF ISSUED SHARES/UNITS/ BONDS/SECURITIES	CERTIFICATE NO. (IF ANY)	PERCENTAGE OF ISSUER'S INVESTMENT PROPERTY

- b. The following are all institutions (banks, savings institutions, securities or commodities intermediaries) at which Borrower maintains a deposit account, securities account or commodity account:

NAME OF BORROWER	TYPE OF ACCOUNT AND ACCOUNT NUMBER (E.G., DEPOSIT ACCOUNT, SECURITIES ACCOUNT OR COMMODITY ACCOUNT)	ACCOUNT NUMBER	ACCOUNT TITLE	NAME AND ADDRESS OF INSTITUTION
<u>Regional Center of the East Bay, Inc.</u>	Master Checking A/C	000158300161862	DDA-Business Essential Interest Checking	US Bank – Milwaukee, WI <u>WI</u>
All other A/Cs at US Bank				

- c. If Borrower owns any of the following kinds of assets, please attach a schedule describing

each such asset and which Borrower is the owner of such asset.

Stocks, bonds or other securities (not listed in 3.a. above)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Promissory notes, or other instruments or evidence of indebtedness or other negotiable documents in a principal amount greater than \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commercial Tort Claims	<input type="checkbox"/> Yes <input type="checkbox"/> No

- d. Does or is it contemplated that Borrower will regularly receive letters of credit from customers or other third parties to secure payments of sums owed to such Borrower? The following is a list of all letters of credit naming Borrower as “beneficiary”: [N/A]

NAME OF BORROWER	NAME OF LC ISSUER	LC NUMBER	LC AMOUNT AND EXPIRATION DATE	LC APPLICANT

4. MATERIAL CONTRACTS

- a. Attached are copies of all loan or other financing agreements, intercreditor agreements and guaranties to which Borrower is a party.
- b. Attached are copies of all mortgages, deeds of trust, pledges and security agreements to which Borrower is a party.
- c. Attached are copies of all material operating leases to which Borrower is a party.
- d. Attached are all material contracts not otherwise covered above to which Borrower is a party to or in which Borrower has an interest.

5. ENCUMBRANCES

The property of Borrower is subject to the following liens or encumbrances: [N/A]

BORROWER	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE	OWNED/LEASED

6. IRS FORM W9

Borrower's completed and executed IRS Form W9 is attached hereto as Exhibit A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

The Borrower agrees to advise you of any change or modification to any of the foregoing information or any supplemental information provided on any continuation pages attached hereto, and, until such notice is received by you, you shall be entitled to rely upon such information and presume it is correct.

Date: June ~~21, 2025~~2026

REGIONAL CENTER OF THE EAST BAY, INC.

By: _____

Name: Rebecca Nanyonjo

Title: Executive Director

By: _____

Name: Frank Pare

Title: President, RCEB Board of Directors

EXHIBIT A

IRS FORM W9

[See attached]