SPECIAL FINANCE COMMITTEE

Agenda

Tuesday, April 10, 2018
Administration Conference Room B
10:00 a.m.

1. **Call to Order/Pledge of Allegiance**
2. **Roll Call/Notice of Quorum**
3. **Chairs Announcements**
   a. Introduction of Guests and Staff
      Linda Stone, GRF President
      Randy Ankeny, Executive Director
      Corina Mancilla, Recording Secretary
   b. Rules of Order
   c. Chairs Report
4. **Shareholder/Member Comments – Agenda Items Only**
   (Limited to 3 minutes per person)
5. **Policies (Leases)**
   a. Medical Center (pp. 1-9)
   b. CARE (pp. 10-15)
6. **Committee Member Comments**
7. **Next Regular Meeting**

   Monday, April 16, 2018 – 10:00 a.m.
   Administration Conference Room
8. **Adjournment**

No._____

HEATH CENTER LEASE AGREEMENT

This Health Center Lease Agreement ("Agreement") is made on December 1, 2018, between GOLDEN RAIN FOUNDATION ("GRF" or "Landlord"), a California non-profit mutual benefit corporation, and LOS ALAMITOS MEDICAL CENTER, INC. D/B/A LOS ALAMITOS MEDICAL CENTER ("LAMC" or "Tenant"), a California corporation, who agrees as follows:

R E C I T A L S

A. GRF is the owner of the premises located at 1661 Golden Rain Road, Seal Beach, California 90740 ("Premises"), sometimes referred to as the "Leisure World Health Center."

B. LAMC (formerly NME Hospitals, Inc. and formerly Tenet HealthSystem Hospitals, Inc., a Delaware corporation) operates a medical center/hospital out of the Premises subject to an existing lease with GRF dated December 28, 1988, as amended April 1, 1992, May 1, 1998, July 1, 2009 and December 1, 2013. Upon full execution, this Agreement shall replace and supersede the pre-existing lease agreement and any and all amendments thereto and said pre-existing lease agreement will be deemed terminated.

C. LAMC wishes to lease the Premises subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for valuable consideration the receipt of which is acknowledged by the parties, GRF and LAMC agree as follows:

1. TERM.

   a. Initial Term: The initial term of this lease shall be five (5) years, commencing December 1, 2018 and shall expire November 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.

   b. Renewal Term: Following the expiration of the Initial Term, LAMC shall have the option to renew the lease for an additional five (5) year term. To invoke the option for the Renewal Term, LAMC shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in Section 15 below, at least 180 days prior to the expiration of the Initial Term. Additional Renewal Terms may be only be effected by the written agreement of both parties.

   c. Termination: This Agreement may be terminated by either party by providing written notice of intent to terminate to the other party, at least

180 days prior to the expiration of the Initial Term or any Renewal Term, pursuant to the notice provisions contained in Section 15 below, prior to the.

2. ACCEPTANCE OF PREMISES. LAMC has examined the Premises, acknowledges that the Premises are in good condition and repair, and fully accepts the Premises in its present condition.

3. RENT.

   a. Monthly Rent: For the period of the Initial Term, LAMC shall pay to GRF a monthly rental payment in the amount of $_____ by the first of each month during the term of this Agreement.

   b. Renewal Term Rent: In the event this Agreement is extended for a Renewal Term, LAMC shall pay to GRF a minimum rental of $_____ per month payable in equal installments on the 1st date of each month.

   c. Payments: Rent payments shall be sent to GRF at the following address: _____.

   d. Property Taxes: GRF shall pay all real property taxes, general and special assessments levied against the Premises, except as otherwise provided in Section 10.

4. USE. The Premises shall be used for the purpose of providing medical services for the benefit of and restricted to GRF members, qualified GRF member co-occupants, any persons designated under Civil Code Section 51.3 as a "qualified permanent resident," all lawful residents of Leisure World Seal Beach, GRF member applicants, employees, and the dependents and visitors of GRF members requiring emergency treatment (hereinafter "Eligible Patients").

   a. Required Services: LAMC agrees to provide general management and administrative services for the maintenance and creation of a medical treatment facility for the Eligible Patients, and said services shall all be provided at standards not less than the current levels presently maintained in the operation of a health center and which have been maintained historically at the Premises. LAMC acknowledges that the standard of medical care provided to the Eligible Patients is of primary importance to GRF with respect to this Agreement. At all times while this Agreement is in effect, LAMC acknowledges and agrees that the following services shall be made available to the Eligible Patients within the Premises:

i. Medical health center and services;
ii. Community health services;
iii. Health education;
iv. 24-hour stand by ambulance service;
v. Optical service;
vi. Physician nurse extenders;
vii. Transportation system to/from LAMC;
viii. Insurance clams services as to all forms of health insurance;
ix. Pharmacy services;
x. Home health care, including visiting nurses, hospice volunteers, healthcare equipment and homemaker services;
xi. Cardiac rehabilitation unit;
xii. Low-vision center;
xiii. Rheumatology center;
xiv. Health care coordination services;
xv. Laboratory;
xvi. Physical Therapy; and
xvii. Other services as deemed necessary by LAMC and approved GRF.

b. Training. LAMC shall provide for health center employees' ongoing education and training in the treatment, handling and relationship of patients.

c. Personnel. LAMC agreed to employ the use of the following personnel in connection with operating the health center at the Premises:

i. LAMC agrees to furnish the health center with the services of such administrative, billing, clerical and other personnel as may be required to perform the services required herein.
ii. LAMC agrees to contract with a qualified medical director and/or physicians so that medical professional services will be available. Any such contracts shall require the medical director and physicians to maintain liability insurance, which shall be kept current at all times while performing services in the health center at the premises. GRF shall not be liable for said contract with respect to compensation, termination of benefits and otherwise.
iii. LAMC shall provide and employ a full time on-site health center administrator who shall coordinate the day to day operations of the health center at the Premises.
iv. LAMC shall make available a list of outside physicians who shall accept Medicare assignment as payment in full for services rendered to all Medicare qualified patients of Leisure World Seal

Beach. Such list shall include physicians in various specialties necessary for the benefit of the Eligible Patients.

v. LAMC shall provide necessary specialists for various non-medical auxiliary and ancillary services required for the treatment of the Eligible Patients at the health center at the Premises, and such specialists shall accept Medical assignment at payment in full for such auxiliary and ancillary services.

vi. All physicians who provide services at the health center must be members of the LAMC medical staff, unless otherwise agreed to in writing by GRF.

d. Compliance With Law: LAMC shall not permit the Premises to be used for an unlawful activity, including but not limited to the unlawful practice of medicine, the practice of medicine by an unlicensed person, the practice of medicine below the stands of care and any conduct by any personnel of LAMC that conflicts with any GRF policies pertaining to the Premises.

e. Prohibition Against Nuisance. LAMC shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises. LAMC shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of nearby property, or in any manner that violates the law.

5. INDEPDENDENT CONTRACTOR. LAMC shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. LAMC acknowledges and agrees that all acts by LAMC are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of LAMC or its personnel. Further, LAMC acknowledges and agrees that its employees, staff and agents shall have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.

6. MAINTENANCE. LAMC shall be responsible, at its own cost and expense, for all maintenance, cleaning, repair and upkeep of the Premises. LAMC's maintenance obligations include the following:

a. LAMC shall be liable for any damage to the premises resulting from the acts or omissions of LAMC, its employees, staff and/or Eligible Premises.

b. If LAMC proposes a change to the exterior of the Premises or a structural modification to the building, it must first obtain the prior written approval of GRF.

7. EQUIPMENT. GRF agrees that all existing, new and/or additional equipment at the health center in the Premises shall remain at all times the property of LAMC. If this Agreement is terminated, for any reason, LAMC shall have the right to sell such equipment and GRF shall have the option, but not the obligation, to purchase such equipment at the book value.

8. DEATH NOTIFICATION. LAMC shall make a reasonable effort to notify GRF in writing in the event of a death of one of its members at the Premises. Time is of the essence with respect to this provision.

9. UTILITIES AND SERVICES. LAMC will pay for all heat, light, power and water.

10. TAXES & ASSESSMENTS. LAMC shall cause to be paid before delinquency any and all taxes levied or assessed which become payable during the term of this Agreement upon all of LAMC's equipment, furniture, furnishings and all of LAMC's improvements and other personal property located at the Premises. Failure to timely pay such taxes shall constitute a breach of the terms of this Agreement.

11. INDEMNITY & INSURANCE.

    a. Indemnity: LAMC on behalf of itself and its directors, officers, members, employees, agents, personnel, successors, and assigns, agrees to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, directors, officers, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the use of the Premises, including but not limited to any violations of law.

    b. Insurance: LAMC, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general liability insurance against any and all claims for injuries to persons or damages to property occurring in, upon or about the Premises, as well as for all damages related to medical malpractice or malpractice of any other kind. GRF shall be named as an additional insured on LAMC's general liability policy or policies and shall provide a certificate of

insurance to GRF upon execution of this Agreement. LAMC's policies, as required herein, shall not be canceled, including without limitation, for non-payment of premium, or materially amended without thirty (30) days' prior written notice to Owner. Said insurance shall at all times be in an amount of not less than $25 million with respect to damage to property. LAMC shall also maintain workers' compensation insurance in statutory form.

12. ASSIGNMENT & SUB-LEASING. LAMC shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or part of the premises, or allow any other person or entity to use all or any part of the premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default of this Agreement. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph. Any dissolution, merger or consolidation of LAMC shall be deemed an involuntary assignment and shall constitute a default of LAMC. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of LAMC. No interest of LAMC in this Agreement shall be assignable by operation of law.

13. DEFAULT. The occurrence of any of the following shall constitute a default by LAMC: (a) failure to pay rent when due, (b) abandonment and vacating of the premises for thirty (30) consecutive days, or failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to LAMC. If a default cannot reasonably be cured within thirty (30) days, LAMC shall not be in default of this Agreement if LAMC commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

    a. Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that LAMC perform the provisions of this Agreement, or surrender the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

    b. GRF shall have the following remedies if LAMC commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

        i. GRF may terminate this lease and LAMC's right to possession of the premises at any time upon the giving of thirty (30) days' notice to quit.
        ii. No act by GRF other than giving notice to LAMC shall terminate this Agreement.

iii. GRF, at any time after LAMC commits a default, can cure the default at LAMC's cost. If GRF at any time, by reason of LAMC's default, pays any sum or does any act that requires the payment of any sum, the sum paid by LAMC shall be due immediately from LAMC to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

14. RIGHT OF ENTRY. GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether LAMC is complying with its obligations under the Agreement.

15. NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail. Written notices shall be directed to the following addresses:

To GRF:
Golden Rain Foundation
Attn: Randy Ankeny
13531 St. Andrews Drive
Seal Beach, CA 90740

To LAMC:
Los Alamitos Medical Center
Attn: Michele Finney
3751 Katella Avenue
Los Alamitos, CA 90720

Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER. No delay or omission in the exercise of any right or remedy of GRF on any default by LAMC shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by LAMC requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LAMC. Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES. The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

No._____

15. MISCELLANEOUS. This Agreement and all exhibits thereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION	**LOS ALAMITOS MEDICAL CENTER**
_____	_____
President *(signature)*	President *(signature)*
_____	_____
Print	Print
_____	_____
Date	Date
_____	_____

Med Center Lease

Lease rate

- Current $47,000 per month ($564,000 annually)
- New Lease rate?

Section 4 will require and an amendment - to allow a number on Eligible Patients not covered under this section as approved by GRF

Section 4a – may require some from of stipulation that services can be expanded and/or decreased though mutual resolution of both parties

Section 4a – requires feedback from Medical Center, as there may be listed a number of service not currently provided or provided at an off-site location

Section 4c, item vi (why should GRF be involved?)

Section 9 (Water?)

Section 15 – Address Should use just the title (Attn: Executive Director)

LEASE AGREEMENT – CARE CORPORATION

No. _____

This lease agreement is made on May 1, 2018 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and Care Ambulance Service (hereinafter referred to as "CARE"), who agree as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

a. GRF is the owner of the Premises which consists of Trust Property area commonly identified as Clubhouse 6, 1661 Golden Rain Road, Seal Beach CA, 90740 (hereinafter the "Premises").
b. **CARE** is willing to lease approximately 475 square feet within the Premises, (1st floor, 2-bedroom apartment) including two (2) dedicated Ambulance parking spaces adjacent to the Premises from GRF pursuant to the provisions stated in this agreement.
c. **CARE** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be three (3) years, commencing May 1, 2018 and shall expire April 30, 2021. GRF and/or **CARE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CARE shall pay to GRF an annual rent of $36,000 per year ($3,000 per month) payable on or before the first each month and is subject to late fees of ten percent of the balance due as additional rent if not paid within ten (10) days after the due date.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building on the Premises.

4. USAGE

CARE wishes to lease the Premises for the purposes of providing quick response to the community as well as the surrounding area. **CARE's** use of the Premises as provided in this Agreement shall be in accordance with the following:

a. Use the assigned room within Premises is for the sole purpose of providing general living accommodations.

b. **CARE** and each of its employees, guests and invitees shall comply with GRF rules, policies and procedures at all times_____. (initials)
c. **CARE** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
d. **CARE** shall, at its sole cost, maintain the interior of the Premises in good condition and restore the Premises to its pre-existing condition when this Agreement terminates.
e. **CARE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
f. **CARE** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CARE** personal property and equipment stored at the Premises.
g. **CARE** shall procure and maintain in effect during the term(s) of this Agreement any and all permits required by law to operate the business of **CARE** at the Premises.

5. DISCLAIMER

CARE agrees, all acts by **CARE,** are as a fully independent contractor. **CARE** and has no ties, affiliations, obligations and/or working relationship with GRF. Neither GRF nor any of its directors, officers, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CARE.**

6. MAINTENANCE

CARE shall provide its own janitorial services and maintain, in good condition, all portions of the Premises as needed.

a. **CARE** shall be liable for any damage to the Premises resulting from the acts or omissions of **CARE**, its employees, guests or any of its authorized representatives_____. (Initials)
b. CARE shall keep the parking spaces at the Premises clean, clear and free of debris.
c. **CARE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CARE** to remove any alteration that **CARE** has made to the Premises. If GRF so elects, **CARE** at its cost, shall restore the Premises to the original condition.
d. If **CARE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative has received written notice from **CARE** stating the date

that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

e. GRF will inspect the premises at least once annually or as requested with 72 hours' notice, and any deficiencies noted, will be issued to CARE with a general notice of thirty (30) days to cure.

f. GRF reserves the right to enter the Premises at any time upon an emergency as defined as (Fire, flood, natural disaster, emergency repairs to facilitate Premises operation) and/or to make necessary repairs and maintenance.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. CARE acknowledges that Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date of this Agreement, in good order, condition and repair.

8. INDEMNITY & INSURANCE

CARE, on behalf of itself and its directors, officers, partners, affiliates, employees, representatives, personnel, successors, and assigns, agrees to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, directors, officers, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to **CARE's** use or misuse (or the Boards' approval of the use) of the Premises.

CARE must continuously maintain auto insurance for all ambulances and vehicles at the Premises at all times during the term(s) of this Agreement. Any **CARE** activity which may require special insurance not mentioned herein will be maintained by **CARE** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CARE shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any

assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **CARE** shall be deemed an involuntary assignment and shall constitute a default of **CARE**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CARE**.

No interest of **CARE** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CARE**.

a. Failure to pay rent when due.
b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CARE**. If a default cannot reasonably be cured within thirty (30) days, **CARE** shall not be in default of this Agreement if **CARE** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **CARE** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CARE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

a. GRF may terminate this lease and **CARE** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
b. No act by GRF other than giving notice to **CARE** shall terminate this Agreement.
c. GRF, at any time after **CARE** commits a default, can cure the default at **CARE** cost. If GRF at any time, by reason of **CARE** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CARE** shall be due immediately from **CARE** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the

Premises are in good condition and whether **CARE** is complying with its obligations under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CARE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CARE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CARE**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no

single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLGOLDEN RAIN FOUNDATION	CARE CORPORATION
_____	_____
President *(signature)*	*(signature)*
_____	_____
Print	Print
_____	_____
Date	Date
_____	_____
Mailing Address	Mailing Address
_____	_____