

PROMISSORY NOTE

\$ _____ San Mateo, California
_____, 202_

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, Bay Area Senior Services, Inc., a California nonprofit corporation ("Maker"), promises to pay to [Name of Seller] ("Payee"), or its designee under Section XI.B.5 of the RCA (defined below), an amount equal to the principal sum of _____ dollars (\$) (the "Principal Amount"), as adjusted in accordance with the Repayment Benefit provisions of the RCA with respect to the property more particularly described in Exhibit A attached hereto and incorporated herein by reference thereto ("Property"). This Note is secured by a Deed of Trust, executed by Maker and recorded against the Property dated as of the date hereof ("Deed of Trust"). Payee and Maker are parties to that certain Residence and Care Agreement ("RCA") dated _____ (as the same may be amended from time to time). Capitalized Terms not defined in this Note shall have the meaning given to such term in the RCA.

1. The Principal Amount of this Note is due and payable on the Repayment Benefit Due Date as set forth in the RCA, which principal amount ultimately due and payable is subject to adjustment as determined strictly in accordance with the Repayment Benefit provisions set forth in the RCA including possible reduction under Section XI of the RCA. The payment shall be made in good funds to Payee at such place or places as Payee may from time to time designate, or by wire transfer if Payee so elects. Interest on the Principal Amount (as may be adjusted under the RCA) shall accrue only if and when Maker becomes obligated to pay interest on the Principal Amount (as may be adjusted under the RCA) as set forth Section XI.B.2 of the RCA dealing with the Repayment Benefit. The payment shall be in legal tender of the United States.

2. Maker will upon demand pay to Payee the amount of any and all reasonable costs and expenses, including without limitation the reasonable fees and disbursements of its counsel (whether or not suit is instituted) and of its experts and agents, which Payee may incur in connection with the following: (i) the enforcement of this Note and any Deed of Trust securing this Note and (ii) the enforcement of payment of all obligations of Maker by any action or participation in, or in connection with, a case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, or any successor statute thereto.

3. Maker waives presentment and demand for payment to the extent permitted by applicable law. Nothing herein shall be deemed to waive any defense, offset, or right of recoupment available to Maker under the RCA or applicable law.

4. This Note shall be governed by and construed in accordance with the laws of the State of California, and is subject to, and shall be interpreted consistently with, Chapter 10 of Division 2 of the Cal. Health & Safety Code and any applicable regulations (the "CCRC Law"), and in the event of any conflict between this Note and the applicable CCRC Law, the applicable CCRC Law shall govern.

5. This Note is non-negotiable and Payee may not assign, sell, transfer, pledge or otherwise convey this Note, in whole or in part, without the prior written consent of Maker, which shall not be unreasonably withheld, conditioned, or delayed.

6. If any provision of this Note is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7. This Note is intended solely to evidence Maker's Repayment Benefit obligations, if any, under the RCA. The RCA is incorporated herein by reference solely for purposes of determining the existence, timing, amount, adjustments, and payment of the Repayment Benefit (and consequently the adjusted Principal Amount ultimately payable hereunder), dispute resolution, manner of notice, and to preserve all defenses,

offsets, and adjustments available to Maker and Payee thereunder. In the event of any inconsistency or conflict between this Note and the RCA, the terms of the RCA shall govern and control.

8. Upon any sale, transfer, or transaction involving The Peninsula Regent community that requires a new certificate of authority under applicable law, the successor operator/purchaser shall execute and deliver to Payee a written assumption agreement assuming all obligations under this Note; upon delivery of such assumption, Maker shall be automatically released from further liability under this Note from and after the effective date of the assumption. If any such sale or transfer is not accompanied by a written assumption and corresponding release as described above, Maker shall be obligated, as applicable law may require, to establish an appropriate reserve or procure a performance bond to ensure fulfillment of the obligations evidenced by this Note.

9. This Note is Subordinated Indebtedness, as such term is defined under the Second Amended and Restated Master Trust Indenture, dated as of October 1, 2024, between University Retirement Community at Davis, Inc., as obligated group representative, and U.S. Bank Trust Company, National Association, as master trustee, as amended and supplemented from time to time (the "Master Indenture"), and is subordinated with respect to any security therefor and with respect to right of payment to all Outstanding Obligations (as defined in the Master Indenture). Payee acknowledges that the Deed of Trust securing this Note will be, and is intended to be, subordinate to certain existing or future senior financing liens affecting the continuing care retirement community property, and that such subordination is disclosed to Payee as required by applicable law.

IN WITNESS WHEREOF, Maker has executed this Secured Promissory Note effective as of the date first set forth above.

MAKER:

Bay Area Senior Services, Inc.

By: _____

Title: _____

REVISED 6-26-26 DRAFT

EXHIBIT A

LEGAL DESCRIPTION