
ENVIRONMENTAL INDEMNITY

by

LA MAESTRA FAMILY CLINIC, INC.

**for the benefit of the Office of Statewide Health Planning and
Development of the State of California, the California Municipal
Finance Authority, U.S. Bank National Association, as trustee, and their
respective successors and assigns**

Dated as of August 1, 2021

LOAN NO. 1077

ENVIRONMENTAL INDEMNITY

This ENVIRONMENTAL INDEMNITY (“Indemnity”) is entered into as of August 1, 2021, by LA MAESTRA FAMILY CLINIC, INC., a California nonprofit public benefit corporation (the “Indemnitor”), for the benefit of the Office of Statewide Health Planning and Development of the State of California (“Office”), the California Municipal Finance Authority (“Authority”), U.S. Bank National Association, as trustee (the “Trustee”), and their respective successors and assigns, and the respective directors, officers, agents, attorneys, and employees of each of the foregoing (each of which shall be referred to hereinafter individually as an “Indemnitee” and collectively as the “Indemnitees”).

RECITALS

A. The Office, the Indemnitor and the Authority have entered into a Contract of Insurance of even date herewith (“Contract of Insurance”) and a Regulatory Agreement of even date herewith (“Regulatory Agreement”). The obligations of the Indemnitor arising out of the Contract of Insurance and the Regulatory Agreement are to be secured by, among other things, that certain Deed of Trust, of even date herewith executed by the Indemnitor as trustor, to Chicago Title Company, as trustee, in favor of the Office and the Trustee, as assignee of the Authority, as beneficiaries (“Deed of Trust”), which Deed of Trust encumbers the real property described on Exhibit A attached to the Regulatory Agreement (“Premises”), a copy of which is attached hereto, and the improvements constructed or to be constructed thereon (which improvements, together with the Premises, shall hereinafter be referred to as “Project”).

B. As a result of the exercise of the Office’s rights and remedies under the Regulatory Agreement, an Indemnitee may hereafter become the owner of the Project pursuant to a foreclosure sale or deed in lieu thereof. In such event, one or more of the Indemnitees may thereafter incur or suffer certain liabilities, costs, and expenses in connection with the Project relating to Hazardous Materials (as defined in the Regulatory Agreement). The Office has therefore made it a condition of the Office’s entering into the Contract of Insurance that this Indemnity be executed and delivered by the Indemnitor in order to protect the Indemnitees from any such liabilities, costs, and expenses and all other Post-Foreclosure Transfer Environmental Losses (as hereinafter defined).

AGREEMENT

In consideration of the foregoing and of the Office executing and delivering the Contract of Insurance, and other valuable consideration, the receipt of which is hereby acknowledged, the Indemnitor agrees as follows.

SECTION 1. Unless the context clearly otherwise requires, all capitalized terms not defined below and used in this Indemnity shall have the meanings assigned to such terms in the Regulatory Agreement:

a. “*Foreclosure Transfer*” means the transfer of title to all or any part of the Premises or the Project at a foreclosure sale under the Deed of Trust, either pursuant to judicial decree or the power of sale contained in the Deed of Trust, or by deed in lieu of such foreclosure.

b. “*Losses*” means any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel and accountants and

the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable consequential damages.

c. *“Post-Foreclosure Transfer Environmental Losses”* means Losses suffered or incurred, following a Foreclosure Transfer, by any Indemnitee, arising out of or as a result of:

(1) the occurrence, prior to a Foreclosure Transfer, of any Hazardous Material Activity;

(2) any violation, prior to such Foreclosure Transfer, of any applicable Environmental Laws relating to the Premises or the Project or to the ownership, use, occupancy or operation thereof;

(3) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity occurring or allegedly occurring prior to a Foreclosure Transfer; or

(4) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in Subsections (1), (2), or (3), or any allegation of any such matters.

SECTION 2. The Indemnitor shall indemnify, defend, and hold harmless Indemnitees, and each of them, from and against any and all Post-Foreclosure Transfer Environmental Losses.

SECTION 3. The Indemnitor shall not have any liability hereunder prior to a Foreclosure Transfer, and no claim may be made hereunder by any Indemnitee prior thereto. This Indemnity is given solely to protect the Office and the other Indemnitees against Post-Foreclosure Transfer Environmental Losses, and not as additional security for, or as a means of repayment of, the Indemnitor’s obligations under the Regulatory Agreement. The obligations of the Indemnitor under this Indemnity are independent of, and shall not be measured or affected by:

a. any amounts at any time paid with respect to the Contract of Insurance or owing with respect to the Contract of Insurance, the Regulatory Agreement and/or the Deed of Trust, or secured by the Deed of Trust,

b. the sufficiency or insufficiency of any collateral (including, without limitation, the Project) given to the Office to secure repayment of any amounts owing with respect to the Contract of Insurance, the Regulatory Agreement and/or the Deed of Trust,

c. the consideration given by the Office or any other party in order to acquire the Premises or the Project, or any portion thereof,

d. the modification, expiration or termination of the Contract of Insurance, the Regulatory Agreement or any other document or instrument relating thereto, or

e. the discharge or repayment in full of amounts owing with respect to the Contract of Insurance, the Regulatory Agreement and/or the Deed of Trust (including, without limitation, by amounts paid or credit bid at a foreclosure sale or by discharge in connection with a deed in lieu of foreclosure).

Notwithstanding the provisions of any document or instrument, none of the obligations of the Indemnitor hereunder shall be in any way secured by the lien of the Deed of Trust or any other document or instrument securing the obligations under the Regulatory Agreement.

SECTION 4. The Indemnitor's obligations hereunder shall survive the sale or other transfer of the Premises or the Project prior to a Foreclosure Transfer. The rights of each Indemnitee under this Indemnity shall be in addition to any other rights and remedies of such Indemnitee against the Indemnitor under any other document or instrument now or hereafter executed by the Indemnitor, or at law or in equity (including, without limitation, any right of reimbursement or contribution pursuant to CERCLA, as defined in the Regulatory Agreement), and shall not in any way be deemed a waiver of any of such rights.

SECTION 5. All obligations of the Indemnitor hereunder shall be payable upon written demand to the Indemnitor by any Indemnitee. Such written demand shall be accompanied by a statement explaining the Post-Foreclosure Transfer Losses claimed and shall set forth the amounts demanded therefor. Any amount due and payable hereunder to any Indemnitee by the Indemnitor which is not paid within thirty (30) days after the receipt by the Indemnitor of such written demand from an Indemnitee shall bear interest from the date of such demand at ten percent; *provided, however*, an Indemnitee shall not be entitled to any such interest if the Indemnitor:

- a. contests said obligations, and
- b. prevails in said contest action.

SECTION 6. The Indemnitor shall pay to each Indemnitee all costs and expenses (including, without limitation, the reasonable fees and disbursements of any Indemnitee's outside legal counsel and the reasonable charges of any Indemnitee's in-house legal counsel) incurred by such Indemnitee in connection with this Indemnity or the enforcement hereof.

SECTION 7. This Indemnity shall be binding upon the Indemnitor, its heirs, representatives, administrators, executors, successors and assigns and shall inure to the benefit of and shall be enforceable by each Indemnitee, its successors, endorsees and assigns. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires. If this Indemnity is executed by more than one person or entity, the liability of the undersigned hereunder shall be joint and several.

SECTION 8. This Indemnity shall be governed and construed in accordance with the laws of the State of California. Any action or proceeding to enforce or interpret any provision of this Indemnity shall be brought, commenced or prosecuted in Sacramento County, California.

SECTION 9. Every provision of this Indemnity is intended to be severable. If any provision of this Indemnity or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

SECTION 10. No failure or delay on the part of any Indemnitee to exercise any power, right or privilege under this Indemnity shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No provision of this Indemnity may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, this indemnity is executed as of the day and year first written above.

LA MAESTRA FAMILY CLINIC, INC.

By _____
Jeffrey Neumann
Chief Financial Officer

EXHIBIT A

REAL PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of San Diego, State of California, and is described as follows:

205 -217 Highland Avenue, National City, CA 91950

The Westerly 200 feet of the Northerly quarter of the Westerly quarter of the 20 acre Lot 2 in the quarter Section 131 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to Map thereof No. 166 by Morrill on file in the Office of the County Recorder of said San Diego County.

APN: 556-180-01-00

4060 Fairmount Ave., San Diego, CA 92105

Parcel One:

Parcel 2 of Parcel Map No. 19854, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, October 7, 2005, as Instrument No. 2005-0871269 of Official Records.

Parcel Two:

A non-exclusive subsurface storm drain improvement easement over, along and across that portion of Parcel 4 of Parcel Map No. 19854 in the City of San Diego, County of San Diego, State of California per map thereof filed in the Office of the County Recorder of San Diego County, October 07, 2005, as Instrument No. 2005-0871269 of Official Records, described as follows:

The Southerly 10.00 feet of the Northerly 65.00 feet of said Parcel 4.

Said easement was recorded January 22, 2008 as instrument no. 2008-0029510 Official Records.

Parcel Three:

A non-exclusive easement for vehicle access to and from the public street and subterranean parking-via the "VAR" (Vehicle Access Ramp) over, along and across that portion of Parcel 1 of Parcel Map No. 19854 in the City of San Diego, County of San Diego, State of California per map thereof filed in the Office of the County Recorder of San Diego County, October 07, 2005 as Instrument No. 2005-0871269 of Official Records, described as follows:

The Easterly 128.00 feet of the Northerly 25.20 feet of said Parcel One.

Said easement was recorded June 10, 2008 as instrument no. 2008-0312663 Official Records.

Parcel Four:

A non-exclusive pedestrian and vehicular driveway access, ingress and egress easement over, along and across that portion of Parcel 3 of Parcel Map No. 19854 in the City of San Diego, County of San Diego, State of California per map thereof filed in the Office of the County Recorder of San Diego County, October 07, 2005, as Instrument No. 2005-0871269 of Official Records, described as follows:

Commencing at the Southwest corner of said Parcel 3, being a point on the Easterly 40.00 foot halfwidth sideline of 43" Street as shown on said Parcel Map; thence South 88°53'57" East along the Southerly line of said Parcel 3, 78.12 feet to the True Point of Beginning being the beginning of a nontangent 25.50 foot radius curve concave Southerly, a radial line to said point bears North 37°14'31" West; thence Easterly along said curve through a central angle of 38°20'34", a distance of 17.06 feet to a tangent line which is parallel with and distant Northerly 5.50 feet from said Southerly line of Parcel 3; thence South 88°53'57" East along said parallel line, 27.21 feet; thence North 36°17'12" East, 9.81 feet to a point on the Westerly sideline of an unnamed alley as shown on said Parcel Map, said point being the beginning of non-tangent 35.00 foot radius curve concave Northeasterly, a radial line to said point bears South 71°28'28" West; thence Southeasterly along said curve through a central angle of 26°35'51", a distance of 16.25 feet to the Southeast corner of said Parcel 3; thence North 88°53'57" West along the Southerly line of said Parcel 3, 57.43 feet to the True Point of Beginning.

Said easement recorded June 19, 2008 as instrument 2008-0330132, of Official Records.

APN: 471-452-38

181 Rea Ave., El Cajon, CA 92020

The Land referred to herein is situated in the State of California, County of San Diego, City of El Cajon, and described as follows:

The North 100.00 feet of that portion of Lot "A" of the Rancho El Cajon, in the City of El Cajon, County of San Diego, State of California, according to the Partition Map thereof filed in the office of the County Clerk of said San Diego County, described as follows:

Beginning at a point which is 633.00 feet East and 40.00 feet North of the Southwest corner of that tract of land marked "Lamb" on said Partition Map;

Thence North 200.00 feet; thence West 100.00 feet;

Thence South 200.00 feet;

Thence East 100.00 feet to the point of beginning;

Together with that portion of the Westerly half of Julian Street adjoining said land as vacated and closed to public use on January 12, 1976 by Resolution No. 1-76, recorded January 12, 1976 as instrument no. 76-008580 of official records.

APN: 488-083-24-00

4074 Fairmount Ave., San Diego, CA 92105

PARCEL ONE:

LOTS 40 AND 41 IN BLOCK 46 OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP THEREOF NO. 1007, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906.
EXCEPTING THEREFROM THE EASTERLY 10 FEET THEREOF.

PARCEL TWO:

LOTS 42 AND 43 IN BLOCK 46 OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP THEREOF NO. 1007, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906.
EXCEPTING THEREFROM THE EASTERLY 10 FEET THEREOF.

PARCEL THREE:

LOTS 44 AND 45 IN BLOCK 46 OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO AMENDED MAP THEREOF NO. 1007, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906.
EXCEPTING THEREFROM THE EASTERLY 10 FEET THEREOF.

APN: 471-452-22-00, 471-452-23-00, 471-452-24-00