



October 10, 2024

SPECIAL NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in a special meeting in the Kaweah Health Executive Office Conference Room {305 W. Acequia, Visalia, CA} on Tuesday, October 15, 2024:

- 12:00PM {NOON} Open meeting to approve the closed agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Health Medical Center, Mineral King Wing near the Mineral King entrance.

The disclosable public records related to agendas can be obtained by contacting the Board Clerk at Kaweah Health Medical Center – Acequia Wing, Executive Offices (Administration Department/Executive Offices) {1st floor}, 400 West Mineral King Avenue, Visalia, CA via phone 559-624-2330 or email: kedavis@kaweahhealth.org, or on the Kaweah Delta Health Care District web page <http://www.kaweahhealth.org>.

KAWEAH DELTA HEALTH CARE DISTRICT
David Francis, Secretary/Treasurer

A handwritten signature in blue ink, appearing to read "Kelsie Davis".

Kelsie Davis
Board Clerk / Executive Assistant to CEO

DISTRIBUTION:

Governing Board, Legal Counsel, Executive Team, Chief of Staff, www.kaweahhealth.org



KAWEAH DELTA HEALTH CARE DISTRICT SPECIAL BOARD OF DIRECTORS MEETING

Kaweah Health Executive Office Conference Room
305 W. Acequia, Visalia, CA

**Tuesday October 15, 2024 {Special Meeting}
OPEN MEETING AGENDA {12:00PM Noon}**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after it is discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the jurisdiction of the Board are requested to identify themselves at this time.
- 4. QUAIL PARK AT SHANNON RANCH** – Approval of Resolution 2241 – a Resolution of the Board of Directors, Kaweah Delta Health Care District, to approve a loan to refinance the property and execute documents necessary and effectuate the loan.
- 5. ADJOURN**

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**UNANIMOUS CONSENT OF THE MANAGER AND MEMBERS OF
NORTHWEST VISALIA SENIOR HOUSING, LLC**

THE UNDERSIGNED, constituting the sole manager and all of the members of NORTHWEST VISALIA SENIOR HOUSING, LLC, a California limited liability company (“Borrower”), do hereby consent to adoption of the following resolutions by the manager and members of the Borrower, in lieu of a formal meeting, said resolutions to become effective on the date hereof:

WHEREAS, Borrower proposes to borrow the sum of approximately Twenty Nine Million Five Hundred Thousand Dollars (\$29,500,000.00) (the “Loan”) from Poppy Bank (“Lender”), which is to be secured by certain real property located at 3440 W. Flagstaff Avenue, Visalia, California (the “Property”), upon the terms and conditions set forth in that certain letter of intent attached hereto as Exhibit 1 (the “LOI”).

NOW THEREFORE, IT IS HEREBY RESOLVED, that the manager and members of Borrower hereby approve of the Loan and authorize Borrower to enter into the Loan and to do all things necessary to cause Borrower to consummate the Loan.

RESOLVED FURTHER, that the members of Borrower, hereby authorize and direct the Company’s manager, Millennium Advisors, Inc., a Washington corporation (the “Manager”), and on behalf of Borrower as the Manager of Borrower to take such further action as may be necessary, appropriate or convenient to cause Borrower to consummate the Loan, including but not limited, to the execution and delivery of assignments, title affidavits, closing statement, escrow agreements, certificates, releases and consents, promissory note, security agreements, pledge agreements, deed of trust or mortgage, collateral assignments, waiver letters, payment authorization agreements, subordination agreements, indemnity agreements, consents and any other agreements or documents in connection therewith (collectively the “Loan Documents”) all upon such terms as the Manager shall deem proper and in the best interests of Borrower, the execution and/or acceptance of such agreements, certificates, instruments and documents to be conclusive evidence of the Manager’s approval.

RESOLVED FURTHER, that all actions by the manager and members of Borrower heretofore and hereafter taken consistent with the foregoing in connection with obtaining and consummating the Loan and all other actions contemplated thereby or incidental thereto are hereby ratified, approved, adopted and confirmed.

THIS CONSENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same document. Delivery of an executed counterpart of a signature page to this Consent via facsimile transmission shall be effective as delivery of a manually executed counterpart of this document.

IN WITNESS WHEREOF, we have signed this Consent effective as of October _____, 2024.

MEMBERS:

SHANNON SENIOR CARE, LLC,
a California limited liability company

By _____
Its _____

BTV SENIOR HOUSING, LLC,
a California limited liability company

By _____
Its _____

KAWEAH DELTA HEALTH CARE
DISTRICT,
a California healthcare district

By _____
Its _____

MILLENNIUM ADVISORS, INC.,
a Washington corporation

By _____
Its _____

BEE LLC,
a Washington limited liability company

By _____
Its _____

MANAGER:

MILLENNIUM ADVISORS, INC.,
a Washington corporation

By _____
Its _____

Exhibit 1
Copy of Letter of Intent
(attached)



September 3rd, 2024

Denis Bryant
Living Care Lifestyles

Re: Loan Inquiry
Refinance of Quail Park at Shannon Ranch

In response to your inquiry regarding a loan on the above referenced property/applicant, Poppy Bank (“Bank”) is pleased to issue this Letter of Interest (LOI). Your loan request was presented to Poppy Bank’s Loan Committee and was approved to proceed to application. Barring any material changes discovered in the underwriting process from what was previously represented to the Bank, or changes to the Bank’s lending policies, below are the likely terms and conditions that would be included in your final Commitment Letter. However, this letter is not a Commitment to lend and does not contain all the terms or provisions that will be contained in the final loan approval.

Purpose:	Refinance
Borrower:	Northwest Visalia Senior Housing, LLC
Loan Type:	Term
Loan Amount:	\$29,500,000 (<u>Subject to a max LTV of 65%, “As-Stabilized”, 75% LTV RE Value Only</u>).
Interest Rate:	The Interest Rate for this request shall be the 30-day Term SOFR Index plus a Spread over the Index of 3.75%, subject to the Floor Interest Rate. The Interest Rate shall adjust quarterly.
FHLB Rate:	The Borrower can convert the rate to a fixed rate option using the FHLB COF plus a 2.75% spread once the property achieves stabilization (stabilized DSCR to be defined in loan agreement). Conversion to the fixed rate will require a 0.10% conversion fee.
Floor Interest Rate	Equal to the Interest Rate of 6.75%
Loan Fee:	1.00%
Underwriting Fee:	\$10,000
Amortization:	60 monthly interest-only payments followed by monthly principal and interest payment based on 30-year amortization.
Maturity:	10 Years
Collateral:	1 st lien D/T on the 120-unit IL/AL/MC community located at 3440 W Flagstaff Avenue, Visalia, CA 93291 known as “Quail Park at Shannon Ranch”.
Prepayment Penalty:	The Prepayment Penalty shall be 3% in Year One, 2% in Year Two, and 1.0% in Year Three with no Prepayment Penalty thereafter.
Legal Fee:	All legal fees plus any other out of pocket expenses related to this transaction are to be paid by Borrower including loan documentation preparation.

Other Fees:	Tax Service \$55.00 - \$105.00 per APN Flood Certification \$25.00 per APN Environmental Review Report <u>\$2,500</u> (estimated) 3 rd Party Appraisal <u>\$10,000</u> (estimated) 3 rd Party Appraisal Review <u>\$1,500</u> (estimated)
Appraisal:	An Appraisal of the subject property is to be commissioned by Bank, with an appraiser acceptable to Bank, using assumptions and value approaches reasonably acceptable to the Bank. Borrower agrees to pay for the cost of the appraisal and review upon request of Bank.
Environmental:	Borrower to complete a Bank provided Environmental Questionnaire, which must be acceptable to the bank in form and substance. In addition, the bank may order an Environmental Radius Report which is a desktop review report that screens the property for possible environmental issues. The borrower is responsible for paying for this report. Upon the Bank's review of the questionnaire and the environmental desktop review report, the Bank will make a reasonable determination as to whether further environmental due-diligence is warranted. Any subsequent environmental surveys required by the Bank shall require the borrower's written consent to commissioning said report. All costs of environmental reports and surveys required by the bank will be paid for by the borrower.
Title and Escrow:	Borrower to provide ALTA title insurance with various endorsements for the full amount of the loan, containing no exceptions other than those approved by Bank which are usual and customary to such properties and be in form and include endorsements as required by Bank. The cost of title insurance, escrow services, and costs relating to the closing of the proposed loan shall be paid for by Borrower.
Tenant Estoppels & SNDA's:	Bank may require executed Tenant Estoppel Agreements and/or Subordination, Non-Disturbance and Attornment Agreements as reasonably determined by Bank.
Guaranty:	Denis Bryant, Eric Shannon, and the 2000 Te Velde Family Trust shall provide a 50% joint and several repayment guaranty. The repayment guaranty will reduce to 25% upon the property achieving a minimum T6 1.25x DSCR (greater of actual or floor rate / 30-yr amort). Testing for recourse will be semi-annually (6/30 and 12/31).
Guarantor Covenants:	Denis Bryant, Eric Shannon and the 2000 Te Velde Family Trust will be required to maintain a minimum \$10,000,000 of unrestricted liquidity and \$75,000,000 of net worth measured semi-annually (6/30 and 12/31).
Payments:	Automatic monthly payments shall be made at time of loan origination through a Poppy Bank checking account or through Poppy Bank online banking system. In the event borrower chooses not to have automatic payments, the interest rate, as noted above, shall increase by 10 basis points.
Deposit Operating Account:	Borrower will be required to maintain their operating account with Poppy Bank. Further, Borrower will be required to deposit \$900,000 into the operating account to be used as interest carry on the loan. The \$900,000 will not be available for other uses outside of interest payments.
Indemnification:	Borrower will indemnify Bank against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including fees of counsel) of whatever kind or nature which may be imposed on, incurred by or asserted at any time against Bank in any way relating to or arising in connection with, its financing of the property, the offer or sale and/or use, occupation or operation of any of the property to be encumbered by the construction deed of trust. Said indemnification shall also cover damages arising from existing or future hazardous wastes and/or substances located on the property, including the cost to cleanup or detoxify the property.

Confidentiality:

This letter has been issued for the express use and benefit of Borrowers as they evaluate establishing a business banking relationship with the Bank and should not be shared with third parties for any reason whatsoever, except for the borrower's advisors, brokers, legal counsel, employees, partners, or other related entities.

The following documentation is required to process the loan request:

A complete list of legal and financial documents will be required. Said request letter to be issued upon receipt of signed LOI and remittance of Good Faith Deposit.

While we intended that this letter be as complete as possible, it is possible that we may require additional information from you to complete our underwriting of your loan request. Again, this letter is not intended as, and should not be construed as, a commitment on the part of Poppy Bank to make the Loan referred to herein. Such a commitment can only come when we have completed our underwriting of your proposed loan request, and the Loan has been formally approved, in writing, by Bank's Loan Committee.

If the foregoing terms meet with your approval, please signify by signing and returning the enclosed copy of this letter to my attention not later than **September 17, 2024** accompanied with a check for **\$50,000** as a good faith deposit. The estimated terms and provisions of this offer letter shall expire, and be of no further force or effect, if our offer has not been accepted by **September 17, 2024**, or if the Loan contemplated herein has not been documented, funded, and closed by **December 31, 2024**.

Please feel free to call me at 405-568-8810 should you have any questions or further needs regarding this matter. Many thanks in advance for your assistance, and for allowing us to entertain this financing request.

Best regards,



Tyler Armstrong
SVP, Co-Head of National Senior Housing

POPPY BANK DEPOSIT RECEIPT, DEPOSIT REFUND ABILITY DISCLOSURE AND THIRD-PARTY REPORT AUTHORIZATION

The undersigned, (“Applicant”) hereby acknowledges that in conjunction with any proposed financing opportunity by Poppy Bank to Applicant, Applicant delivered a Fee Deposit to Poppy Bank, receipt of which is hereby acknowledged by Poppy Bank. The Applicant acknowledges that it has been advised and agrees that the Fee Deposit may be used by Poppy Bank, in its discretion, to pay any third-party service provider fees or expenses as they are incurred. Third-party fees include, but are not limited to the following: appraisal, environmental assessment, site inspection, structural inspection reports, fees for reports and verifications (e.g., credit, IRS, flood certification); title, lien and legal entity searches; recording fees; and taxes. The Fee Deposit does not cover title and closing costs, which will be the Applicant’s direct responsibility should the proposed loan be approved, and a conditional commitment letter be issued. It is not anticipated that the Fee Deposit will be adequate to cover all expenses to be incurred in this transaction. If the Fee Deposit is insufficient to meet the actual third-party fees or expense, Poppy Bank may require Applicant to deposit additional funds or pay such expenses prior to the closing of the proposed loan. If the Fee Deposit exceeds actual third-party fees or expenses incurred, the excess will be refunded at closing unless, otherwise required by law, or within a reasonable amount of time following other actions taken.

In order to qualify for the proposed loan, an appraisal, and/or any other third-party report deemed necessary by Poppy Bank, (“Report”) is necessary. Applicant authorizes Poppy Bank to select a third-party service provider and order the Report and agrees to be responsible for the cost of the Report. If the initial funding of the proposed loan does not occur within six months from the date Poppy Bank receives the Report, or if there are material changes to the Collateral, or other circumstances occur which could materially affect the value of the Collateral, Applicant may be required to incur additional Report costs. Such additional costs may be necessary to assist Poppy Bank in confirming, through analysis of updated information that the value and/or condition of the Collateral has not materially changed since the Report was prepared. If additional real or personal property is required to secure the proposed loan, additional Reports may be necessary to evaluate the value of the additional property pledged. If such additional valuations become necessary, Applicant agrees to be responsible for any costs incurred to obtain such Reports.

APPRAISAL NOTICE – SECURED BY RESIDENTIAL (SFR 1-4), 1ST LIEN

The following Appraisal Notice is required to be delivered to you in connection with your loan application.

We may order an appraisal to determine the property’s value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

If you have any questions about the notice or have any specific instruction on the delivery of your copy of the appraisal, please contact your loan officer.

DISCLOSURE OF RIGHT TO RECEIVE A COPY OF AN APPRAISAL – COMMERCIAL REAL ESTATE AND SFR 1-4 SUBORDINATE LIENS

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish to have a copy, please write to us at the following mailing address: 438 First Street, Santa Rosa, CA 95404. We must hear from you no later than ninety (90) days after we notify you about the action taken on your credit application or no later than ninety (90) days after you withdraw your application. In your letter, please tell us when you applied for the loan, the type of loan applied for, the address of the property which was to secure or secures the loan, and to where you would like us to mail the copy of the report.

DISCLOSURE OF RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: Loan Operations Department, Poppy Bank, 438 First Street, Santa Rosa, CA 95401 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with

this law concerning this creditor is: Federal Deposit Insurance Corporation, 1100 Walnut Street, Box #11, Kansas City, MO 64106. (877) 275-3342.

Questions, Comments, Complaints: Address any questions, comments or complaints to: Lending Department, Poppy Bank, 438 First Street, Santa Rosa, CA 95401.

AUTHORIZATION

I/We are applying for credit from Poppy Bank (“Lender”). As part of the application process, Lender, any insurer of the loan and any collateral title insurer may verify information contained in our loan application and in other documents required in connection the loan, either before or after the loan is closed.

We authorize you to provide Lender, to any investor to whom Lender may sell our loan, and to any insurer of the loan any and all information and documentation that they may request. Such information may include, but is not limited to, employment history, and income, bank, money market, and similar account balances, credit history, copies of income tax returns.

Lender, any investor that purchase the loan, and any insurer of the loan may address and send this authorization to any person or company names in the application.

A copy of this authorization may be accepted as an original.

AUTHORIZATION TO FILE FINANCING STATEMENT

I/We hereby authorize Lender to file the appropriate Financing Statements for the following collateral prior to executing a security agreement, pledge or control agreement: All Inventory, Chattel Paper, Accounts, Equipment and Fixtures.

AUTHORIZATION TO OBTAIN CREDIT REPORTS

I/we authorize Poppy Bank to obtain credit reports, to check the individual and/or business credit rating of both the business applicant as well as the individual owner(s) signing below. If applicable, each person certifies that he/she is authorized to sign on behalf of the business applicant in the capacity listed on this application and that such a signor is authorized to execute this credit application on behalf of the business applicant. Applicant also authorizes Poppy Bank to obtain copies of tax returns and information from the IRS and other taxing authorities and agrees to execute any forms requested by Poppy Bank to obtain such information.

IMPORTANT INFORMATION ABOUT OPENING A LEGAL ENTITY ACCOUNT

Effective May 11, 2018, new rules under the Bank Secrecy Act will aid the government in the fight against crimes to evade financial measures designed to combat terrorism and other national security threats.

Each time an account is opened for a covered Legal Entity, we are required to ask you for identifying information (name, address, date of birth, social security number as well as identification documents) for:

- Each individual that has beneficial ownership (25% or more); and,
- One individual that has significant managerial control, of the Legal Entity.

If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge.

CERTIFICATION OF BENEFICIAL OWNERS OF LEGAL ENTITIES

Each individual, if any, who directly or indirectly, owns 25% or more of the equity interests of the legal entity (the borrower) will be required to complete the attached form, *Certification of Beneficial Owners of Legal Entities* and submit the completed document to Lender within thirty (30) days of executing this Letter of Intent. Lender is unable to issue loan documents or disburse loan proceeds until *Certification of Beneficial Owners of Legal Entities* form has been received and is deemed complete and accurate. If any of the borrowers are natural persons, this form does not apply.

The terms/conditions and authorizations of this terms letter are hereby acknowledged and agreed to:

Applicant (s): _____
Denis Bryant

Date

Date

HMDA | DEMOGRAPHIC DATA FORM

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (e.g. ethnicity, race and sex) in order to monitor our compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more “Hispanic or Latino” origins and one or more designations for “race”. The law provides that we may not discriminate on the basis of this information or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race and sex on the basis of visual observation and surname. If you do not wish to provide some or all of this information, please check below. **Check one or more that apply.**

Name: _____ Name: _____

APPLICANT	CO-APPLICANT
ETHNICITY	ETHNICITY
<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Hispanic or Latino Print origin below (e.g. Argentinian, Columbian, Dominican, Nicaraguan, Salvadoran, etc.)	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Hispanic or Latino Print origin below (e.g. Argentinian, Columbian, Dominican, Nicaraguan, Salvadoran, etc.)
<input type="checkbox"/> Not Hispanic or Latino	<input type="checkbox"/> Not Hispanic or Latino
RACE	RACE
<input type="checkbox"/> American Indian or Alaska Native Print name of evolved or principal tribe.	<input type="checkbox"/> American Indian or Alaska Native Print name of evolved or principal tribe.
<input type="checkbox"/> Asian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian Print Race (e.g. Hmong, Laotian, Thai, Pakistani, Cambodian, etc.)	<input type="checkbox"/> Asian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian Print Race (e.g. Hmong, Laotian, Thai, Pakistani, Cambodian, etc.)

HMDA | DEMOGRAPHIC DATA FORM

Name: _____ Name: _____

APPLICANT	CO-APPLICANT
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander <small>Print Race (e.g. Fijian, Tongan, etc.)</small>	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander <small>Print Race (e.g. Fijian, Tongan, etc.)</small>
<hr/> <input type="checkbox"/> White	<hr/> <input type="checkbox"/> White
<input type="checkbox"/> I do not wish to provide this information.	<input type="checkbox"/> I do not wish to provide this information.

SEX	SEX
<input type="checkbox"/> Female	<input type="checkbox"/> Female
<input type="checkbox"/> Male	<input type="checkbox"/> Male
<input type="checkbox"/> I do not wish to provide this information.	<input type="checkbox"/> I do not wish to provide this information.

To Be Completed by Financial Institution (for an application taken in person):

	YES	NO
Was the ethnicity of the APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>
Was the ethnicity of the CO-APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>
Was the race of the APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>
Was the race of the CO-APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>
Was the sex of the APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>
Was the sex of the CO-APPLICANT collected on the basis of visual observation or surname?	<input type="checkbox"/>	<input type="checkbox"/>



Consumer Privacy Act (CCPA) Online Privacy Policy

Effective: January 1, 2020

Last Updated: December 31, 2019

This notice is provided pursuant to the CCPA and explains how Poppy Bank collects, uses and discloses the Personal Information (PI) of California residents.

Information collected that is subject to the Gramm Leach Bliley Act (GLBA) does not apply to personal information under the requirements of the CCPA. In addition, personal information collected for business to business communication is currently exempt.

Introduction

A consumer has the right to request from a business that collects personal information about the consumer the following:

- The categories of personal information it has collected about that consumer.
- The categories of sources from which the personal information is collected.
- The business or commercial purpose for collecting or selling personal information.
- The categories of third parties with whom the business shares personal information.
- The specific pieces of personal information it has collected about that consumer.

A business that collects personal information about a consumer must disclose to the consumer the information specified above upon receipt of a verifiable consumer request from the consumer. Additionally, the business must associate the information provided by the consumer in the verifiable consumer request to any personal information previously collected by the business about the consumer and identify by category or categories the personal information collected about the consumer in the preceding 12 months by reference to categories enumerated in California Civil Code Section 1798.130(c) that most closely describes the personal information collected.

A consumer has the right to request that a business that sells the consumer's personal information, or that discloses it for a business purpose, disclose to that consumer:

- The categories of personal information that the business collected about the consumer.
- The categories of personal information that the business sold about the consumer and the categories of third parties to whom the personal information was sold, by category or categories of personal information for each third party to whom the personal information was sold
- The categories of personal information that the business disclosed about the consumer for a business purpose.

A business that sells personal information about a consumer, or that discloses a consumer's personal information for a business purpose, must disclose the information specified above to the consumer upon receipt of a verifiable consumer request from the consumer.

Additionally, the business must identify the consumer and associate the information provided by the consumer in the verifiable consumer request to any personal information previously collected by the business about the consumer and identify by category or categories the personal information of the consumer that the business sold in the preceding 12 months by reference to the categories enumerated in California Civil Code Section 1798.130(c) that most closely describe the personal information, and provide the categories of third parties to whom the consumer's personal information was sold in the preceding 12 months by reference to the same enumerated categories. The business shall disclose the information in a list that is separate from a list generated for the purposes of California Civil Code Section 1798.130(c).

Poppy Bank Collection and Disclosure of Personal Information

Poppy Bank has not sold PI collected in the preceding 12 months to any third party.

Poppy Bank collects and discloses the following categories of information for business purposes:

Name, address, tax ID number, driver license, passport or ID card number, date of birth, telephone number, email address, bank account number, other financial information, dependent/beneficiary PI, benefit elections, internet or other electronic network activity including IP address, geolocation, browsing history and website interaction.

Poppy Bank collects PI from a variety of sources including: directly from you in credit applications, deposit applications, employment applications and from your devices when you visit poppy.bank or our social media webpages.

Poppy Bank collects PI for a range of purposes including: validating identification, communication with you, processing payroll, processing financial transactions, offering employment benefits, tracking benefit eligibility, target marketing and personalizing advertising that may be of interest to you.

Poppy Bank shares PI collected with our processors and vendors who provide services on our behalf.

CCPA Rights

California residents have the right to request that Poppy Bank disclose the PI we have collected, used and disclosed to our service providers.

California residents also have the right to request that their personnel information be deleted. Note: We may deny a request to delete if an exception applies or if we are unable to determine or confirm the identity of the person making the request. Poppy will advise you in our response if we are unable to honor your request.

To make a request for information collected and disclosed or to make a request to delete PI please call: 888.636.9994 or write to us at:

Poppy Bank
438 First Street
Santa Rosa CA 95401
Attn: Compliance Department

Please identify which privacy right(s) you would like to exercise, include your name, address and a detailed description of your current or previous relationship with Poppy Bank. **Poppy will process requests within 30 days.**

Non-Discrimination

Poppy Bank shall not discriminate against a consumer because the consumer exercised any of the consumer's rights under the California Consumer Privacy Act (California Civil Code Section 1798.100 et seq.), including, but not limited to, by:

- Denying goods or services to the consumer.
- Charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties.
- Providing a different level or quality of goods or services to the consumer.
- Suggesting that the consumer will receive a different price or rate for goods or services or a different level or quality of goods or services.

Nothing in California Civil Code Section 1798.125(a) prohibits a business from charging a consumer a different price or rate, or from providing a different level or quality of goods or services to the consumer, if that difference is reasonably related to the value provided to the consumer by the consumer's data.

Changes to the CCPA Privacy Policy

Changes to this policy may be made at any time. When changes are made, the revised Policy will be posted to poppy.bank and will include a new "Effective" date. If you have questions regarding your rights under the CCPA, please call us at: 888.636.9994.

FACTS
WHAT DOES POPPY BANK DO WITH YOUR PERSONAL INFORMATION?
Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Transaction history and overdraft history

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Poppy Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Poppy Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-888-636-9994 or go to www.poppy.bank

Who we are	
Who is providing this notice?	Poppy Bank
What we do	
How does Poppy Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information about you to those employees who need to know that information to provide products or services to you.</p>
How does Poppy Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account or deposit money ■ Pay your bills or apply for a loan ■ Provide account information ■ Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Poppy Bank does not share with our affiliates
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Poppy Bank does not share with nonaffiliates so they can market to you
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Poppy Bank doesn't jointly market.

SECRETARY’S CERTIFICATE

The undersigned, being the secretary of Kaweah Delta Health Care District makes the following certifications in connection with a loan to Northwest Visalia Senior Housing, LLC, a California limited liability company (“Borrower”), in the original aggregate principal amount of Twenty Nine Million Five Hundred Thousand Dollars (\$29,500,000.00) (the “Loan”) from Poppy Bank, which is to be secured by certain real property located at 3340 West Flagstaff Avenue, Visalia, California (the “Property”):

1. I am the duly elected, qualified and acting Secretary of Kaweah Delta Health Care District, and that, as such Secretary I have custody and control of the records of Kaweah Delta Health Care District.

2. Attached hereto as Exhibit A are true and complete copies of the Articles of Incorporation and Bylaws of the Corporation; except as may be specifically reflected in Exhibit A, no action has been taken to amend, modify or repeal such documents, and said Articles of Incorporation and Bylaws of the Corporation remain in full force and effect as of the date hereof.

3. Attached hereto as Exhibit B is a true and correct copy of resolutions of the directors of the Corporation.

4. That set forth below is the name and signature of certain duly elected, qualified and acting officers of Kaweah Delta Health Care District, holding the offices set forth opposite their names:

Name	Position	Signature
Mike Olmos	President	
Lynn Havard Mirviss	Vice President	
David Francis	Secretary/Treasurer	
Dean Levitan, M.D.	Director	
Ambar Rodriguez	Director	

[signature page follows]

IN WITNESS WHEREOF, I have hereunto set my hand October __, 2024.

By: _____
David Francis, Secretary
Kaweah Delta Health Care District