

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made as of October 5, 2026 (“Effective Date”), between Plaintiff Mind OC, a California nonprofit corporation (“Plaintiff”), on the one hand, and Defendant County of Orange, a political subdivision of the State of California (“County”), on the other hand, who agree as set forth below. (Plaintiff and County are referred to herein individually as “Party” and collectively as “Parties.”)

I. RECITALS

This Agreement is made with reference to the following:

A. Effective on or about March 1, 2019, Plaintiff and County entered into that certain Agreement for Funding of Design and Construction of the Orange Campus, hereinafter defined (“Orange Funding Agreement”).

B. Effective on or about June 17, 2019, Plaintiff and County entered into a ground lease (“Orange Ground Lease”) of the real property and improvements now located at 265 South Anita Drive, Orange, CA 92868 (“Orange Campus” or “Orange Premises”) for a term of sixty (60) years.

C. On or about October 1, 2022, County and Plaintiff entered into that certain Master Services Agreement for Provision of Mental Health and Recovery Services for the Orange Campus, for the term October 1, 2022 through June 30, 2025 (“Orange MSA”). In or about September 2024, the County terminated the Orange MSA.

D. Effective on or about January 30, 2023, Plaintiff and County entered into a ground lease (“Irvine Ground Lease”) of the real property and improvements now located at 7780, 7790, 7800, 7820, 7850, 7880, 7900, and 7950 Marine Way, Irvine, CA 92618 (“Irvine Campus” or “Irvine Premises”) for a term of sixty (60) years.

E. On or about March 27, 2024, Plaintiff and County entered into that certain Contract for Funding of Construction of the Be Well Behavioral Health Hub, for the term January 1, 2024 through Certificate of Occupancy, concerning the Irvine Campus (“Irvine Funding Agreement”).

F. On or about January 1, 2025, County and Plaintiff entered into that certain Master Services Agreement for Provision of Mental Health and Recovery Services for the Irvine Campus, for the term January 1, 2025 through December 31, 2027 (“Irvine MSA”). On or about December 24, 2024, the County terminated the Irvine MSA.

G. On or about October 15, 2019, County and Plaintiff entered into that certain contract for the Behavioral Health System Transformation Innovation Project (“INN Contract”) for a total of \$7,700,000, for the term October 15, 2019 through June 30, 2022, as extended to June 30, 2023.

H. On or about December 1, 2020, County and Plaintiff entered into that certain contract for the Provision of Behavioral Health Equity Assessment Services (“EAS Contract”) for the term December 1, 2020 through November 30, 2022.

I. On or about September 5, 2025, Plaintiff submitted a claim under Government Code section 910 et seq. concerning the Orange Campus and Orange Ground Lease (“Orange Campus Claim”), which the County denied on or about September 25, 2025.

J. On or about January 22, 2026, Plaintiff submitted a claim under Government Code section 910 et seq. concerning the Irvine Campus and Irvine Ground Lease (“Irvine Campus Claim”), which the County denied on or about March 24, 2026.

K. On or about November 22, 2024, Plaintiff filed a Verified Complaint against Defendant County of Orange in Orange County Superior Court, as Case No. 30-2024-01442012-CU-CO-CJC (the “Action,” which definition herein includes the Complaint and Cross-Complaint as hereinafter defined) alleging causes of action for: (1) Declaratory Relief and (2) Permanent Injunction. On or about January 6, 2025, Plaintiff filed a First Amended Complaint (hereinafter individually and collectively, “Complaint”) seeking damages and alleging causes of action for: (1) Declaratory Relief; (2) Permanent Injunction; (3) Inverse Condemnation and (4) Breach of Contract.

L. On or about December 12, 2024, Plaintiff filed its Application for an Order to Show Cause regarding Preliminary Injunctive Relief and on or about May 15, 2025, the Court issued an order granting Plaintiff’s Preliminary Injunction, in part (“PI Order”).

M. On or about May 22, 2025, as appellant, County filed an appeal of the PI Order, and Plaintiff filed a cross appeal in the Court of Appeal of the State of California, Fourth Appellate District, Division Three, Case No. G065575 (collectively, “Appeal”).

N. On or about December 8, 2025, County filed a renewed petition for writ of supersedeas (“Writ Petition”) seeking a stay of the portion of the PI Order (page 5, lines 1-2) which “restrained and prohibited [County] from . . . informing or advising the subtenants that the Ground Lease has been terminated” (“Portion of the PI Order”). After briefing, on January 29, 2026, the Court of Appeal granted the Writ Petition thereby staying that Portion of the PI Order enjoining County from advising the subtenants of the termination of the Ground Lease. Thereafter, County notified the subtenant service providers of the termination and invoked the attornment provision to collect all rental proceeds directly.

O. On or about March 10, 2026, County filed a Cross-Complaint against Plaintiff alleging causes of action for: (1) Breach of Contract – Ground Lease; (2) Breach of Contract – INN; (3) Breach of Contract – MSA; (4) Breach of Fiduciary Duty; (5) Breach of Implied Covenant of Good Faith and Fair Dealing; (6) Violation of Conflict of Interest Laws (Gov. Code, Section 1090); (7) Violation of Common Law Doctrine Against Conflicts of Interest; (8) Violation of False Claims Act (Gov. Code, §§ 12651, et seq.); (9) Constructive Fraud (Civ. Code, § 1573); (10) Unfair Business Practices (Bus. & Prof. Code, § 17200, et seq.); (11) Unjust Enrichment; (12) Money Had and Received; (13) Accounting; and (14) Declaratory Relief (“Cross-Complaint”).

P. As of the Effective Date, Plaintiff represents that it holds, among other things, the following: (a) approximately \$2,800,000 in capital reserve for the Orange Campus (“Orange Capital Reserve”) and (b) \$3,350,187.04 in State Budget 22/23 funds awarded “to expedite the completion of an urgently needed Behavioral Health Families and Children’s Campus, which will

deliver coordinated mental health services, support, and resources to children and their family members” (“State Budget 22/23 Funds”). In addition, Plaintiff acknowledges available Health Resources and Services Administration (“HRSA”) funds of approximately \$1,720,031.52 (“HRSA Funds”).

Q. By this Agreement, for good, valuable and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties desire and agree to: (i) fully and forever settle and resolve the Action, the Appeal, the Orange Campus Claim and the Irvine Campus Claim; (ii) confirm the prior termination of some, and effect the termination of others, and in all events, of any and all, agreements and relationships between them (including but not limited to, any partnership, joint venture, agency and/or collaboration), the Orange Ground Lease, the Irvine Ground Lease, the Orange MSA, the Irvine MSA, the INN Contract, the EAS Contract, the Orange Funding Agreement and the Irvine Funding Agreement; (iii) terminate the Orange Ground Lease and the Irvine Ground Lease (collectively, the “Leases”) effective October 6, 2026 (“Transfer Date”); (iv) cause Plaintiff: (a) to surrender possession of the Orange Campus and the Irvine Campus (collectively, the “Campuses”) to County, effective on or before the Transfer Date, and (b) transfer all means and methods of: (1) access to, and (2) operations of, the Campuses, from Plaintiff to County, effective as of the Transfer Date, to effect a smooth, seamless, uninterrupted, orderly and complete transfer of ongoing operations and any ownership of the Campuses to County, including but not limited to, the delivery of information and documents to County, and continued cooperation of Plaintiff with County in such transfer; (v) cause Plaintiff to remit to County the funds identified in Section VI of this Agreement; (vi) cause County to reimburse Plaintiff (in the form of offsets) for coordinated mental health services, support and resources to County residents, and for Plaintiff’s unreimbursed carrying costs incurred in preserving, maintaining and operating the Campuses through the Transfer Date as provided in Section VI.B; and (vii) effect a mutual release by each Party and its Associated Entities and/or Persons (as hereinafter defined) of the other Party and its Associated Entities and/or Persons from all Claims (as hereinafter defined) relating to the Action, the Appeal, the Orange Campus, the Orange Campus Claim, the Irvine Campus, the Irvine Campus Claim, the Orange MSA, the Irvine MSA, the INN Contract and the EAS Contract, except as set forth herein.

R. Each of the recitals set forth in the paragraphs above, inclusive and alone, is incorporated herein by this reference and made a material part hereof, and each shall and does constitute material consideration for this Agreement.

II. DEFINITIONS

As used in this Agreement, the following phrases and words have the following meanings:

A. “Associated Entities and/or Persons” shall mean and include, without limitation, to the broadest extent allowed by law, accountants, administrators, affiliates, partners, agents, assigns, attorneys, beneficiaries, co-venturers, co-tenants, directors, employees, former employees, executors, heirs, officers, predecessor partnerships, predecessors-in-interest, representatives, shareholders, trustors, trusts, trustees, spouses, subsidiaries, successor partnerships, corporations, parent corporations, subsidiary corporations and successors-in-interest, and all others claiming through or under any of them, including, without limitation, any Associated Entities and/or Persons of such persons or entities, as well as companies controlling, controlled by,

or under common control of or with such Associated Entities and/or Persons, to the broadest extent possible or imaginable;

B. “Claims” shall mean and include, without limitation: all claims, rights, demands, liabilities, agreements, monies claimed to be due or owing and causes of action (whether asserted, unasserted, known, unknown, concealed, hidden, contingent, accrued, inchoate or otherwise) to the broadest extent possible or imaginable;

C. “Costs” shall mean and include, without limitation: all costs, losses, damages, expenses, attorneys’ fees, experts’ fees, other fees, monies, deposits, payments and interest and all other obligations to the broadest extent possible or imaginable;

D. “FF&E/Personal Property” means all right, title and interest of Plaintiff in and to: (a) any furniture, fixtures and equipment in any way relating to the Campuses; (b) any agreements or rights in any way relating to the ownership, use and operation of the Campuses that run with the Campuses; (c) the entitlements to the Campuses; (d) any intellectual property in any way relating to the Campuses, excepting only the “Be Well OC” or “Be Well Orange County” trademarks and service marks (“Excepted IP”); (e) permits (including, but not limited to fire clearance, conditional use and other permits) and licenses in place and/or used at, or in connection with, the Campuses and/or operations of the Campuses (but not including the Excepted IP); (f) any architectural and/or construction agreements, blueprints, plans, as-builts, specifications, diagrams and/or schematics in any way relating to the Campuses and an assignment of Plaintiff’s rights and interests thereto; (g) construction closeout documentation for Irvine, including record drawings and as-builts, CAD/BIM files, O&M manuals, commissioning reports, TAB reports, warranty documentation, spare parts inventories, contractor and consultant contact information, equipment inventories, remaining construction closeout items and all licenses, warranties, deeds and permits (not including the Excepted IP). The definition of FF&E/Personal Property shall specifically exclude only the Excepted IP.

III. TERMINATION OF RELATIONSHIP BETWEEN PLAINTIFF AND COUNTY

Except as otherwise provided in this Agreement, as of the Transfer Date, the Parties hereby separate, terminate, dissolve, disassociate, absolve, release, acquit and discharge any and all relationships between them, whether in the nature of a partnership, joint venture, agency, collaboration, alliance, association, and/or other affiliation, including without limitation, any public/private partnership and venture undertaken in furtherance of the Be Well OC initiative (collectively, the “Relationship”). From and after the Transfer Date, neither Party shall have any further right, obligation, duty and/or authority to act for, bind and/or represent the other Party in connection with the Relationship, except as expressly provided herein. Notwithstanding the foregoing, this provision shall not limit Plaintiff’s obligations to operate until the Transfer Date, cooperate, preserve and ensure smooth operations of the Campuses through and including the Transfer Date, as set forth in this Agreement.

IV. PLAINTIFF TO SURRENDER PREMISES, POSSESSION AND OPERATIONS OF CAMPUSES TO COUNTY

On or before the Transfer Date, Plaintiff shall relinquish possession and operations of the Orange Campus and the Irvine Campus to the County, and surrender all of Plaintiff's rights, title and interests, including its leasehold interests, in and to: (i) the Orange Campus and Irvine Campus, whether under, by or through the Orange Ground Lease, the Irvine Ground Lease or otherwise, and (ii) the operations, possession and/or control of the Orange Campus and/or the Irvine Campus (the "Surrender"). In the event Plaintiff does not cause the Surrender on or before the Transfer Date, Plaintiff hereby stipulates and agrees to entry of an order and judgment of unlawful detainer, ejectment, injunction and/or other relief, as the County may request, to recover possession of the Orange Campus and the Irvine Campus forthwith.

A. Transition Period: The Parties acknowledge and agree that an orderly transition of the operation and ownership of the Campuses from Plaintiff to County will require a transition period of ninety (90) days following the Transfer Date (the "Transition Period"). The Transition Period may be extended only by a further mutual written agreement signed by both Parties that specifies the duration, scope of any remaining transition work, and reimbursement by County of costs incurred by Plaintiff during the Transition Period. County may, in its sole discretion, agree in writing to terminate the Transition Period earlier upon County's confirmation that Plaintiff has completed its obligations under this Agreement. During the Transition Period, the Parties shall focus on completing due diligence, validating building systems, transferring operational knowledge, coordinating with County stakeholders, and developing and implementing a coordinated transition plan, while maintaining uninterrupted services to the providers and clients at the Campuses. Plaintiff hereby acknowledges and agrees to cooperate with County and its Associated Entities and/or Persons, providers and clients. During the Transition Period, Plaintiff shall maintain all services and contracts to maintain operation of the Campuses and shall not terminate any such services, contracts and/or vendors without the express, written consent of the County. During the Transition Period, County may direct Plaintiff to terminate services, contracts and/or vendors.

1. During the Transition Period, to the extent Plaintiff maintains services or contracts for the Campuses, Plaintiff does so solely as a transition administrator on County's behalf at County's sole and absolute discretion and at County's sole cost and expense.
2. Any County-directed continuation, modification or termination of a vendor contract during the Transition Period shall be subject to the applicable contract terms, required notice periods and vendor consent, if applicable. County shall be responsible for all such third party, vendor costs arising from County's direction, including recurring charges, notice-period charges, early termination fees and transition expenses.
3. Plaintiff shall not be liable or responsible in the event a vendor declines to assign its agreement, transfer its services or enter into a separate agreement with County, but Plaintiff shall use best efforts to encourage vendors to cooperate with County in the transition of operation of the Campuses.

4. All actual, reasonable, verifiable and documented costs incurred by Plaintiff during the Transition Period in connection with the maintenance, continuation, transition or wind-down of Campus services and contracts at County's direction shall be reimbursed by County, including Plaintiff's reasonable personnel costs and third-party vendor costs that are specifically related to the maintenance, continuation, transition or wind-down work during the Transition Period. Plaintiff shall submit invoices to County monthly with reasonable supporting documentation, and County shall pay each invoice within thirty (30) days of receipt. In lieu of advancing costs and awaiting reimbursement, Plaintiff may, at its election, request funds in advance from County. Plaintiff shall not incur a material cost solely for County's account without County's prior written direction, except for costs reasonably necessary to maintain uninterrupted operations during the Transition Period. County shall have no responsibility for costs arising solely from Plaintiff's acts or omissions unrelated to the transition or from obligations expressly released under this Agreement.

B. Surviving Obligations of Plaintiff: Notwithstanding the Surrender, the Transfer Date, the terminations of the Leases, the termination of the Relationship, the Mutual Release, and the indemnity provisions expressly preserved in Article 4.5.3, Article 5.1.10(b) and Article 8.2 of each of the Orange Ground Lease and the Irvine Ground Lease, the following obligations of Plaintiff also shall survive and are expressly preserved and excluded from the Mutual Release: (i) Plaintiff's indemnification and compliance obligations relating to Hazardous Materials, including under Article 15.2 (Protection of the Environment) of each of the Orange Ground Lease and the Irvine Ground Lease; (ii) Plaintiff's obligations under the recorded Covenant to Restrict Use of Property – Environmental Restriction (Document No. 2011000265425, recorded May 27, 2011) and under the City Sublease and the Lease in Furtherance of Conveyance (LIFOC) applicable to the former MCAS El Toro / City Sublease Parcels referenced in the Irvine Ground Lease; and (iii) Plaintiff's stormwater and Best Management Practices (BMP) compliance obligations under Article XVII of the Irvine Ground Lease and the applicable NPDES Stormwater Permits. Each of the foregoing shall survive with respect to acts, omissions, events or conditions arising or occurring on or before the Transfer Date, regardless of when the resulting Claim is asserted.

C. County Indemnification of Plaintiff: Notwithstanding the Surrender, the Transfer Date, the terminations of operations of the Campuses by Plaintiff, the terminations of the Leases, the termination of the Relationship, and the release herein, County shall indemnify, defend and hold harmless Plaintiff and its Associated Entities and/or Persons from and against any Claims and Costs asserted against Plaintiff by third parties that arise out of events occurring at or relating to the Campuses after the Transfer Date. Notwithstanding the foregoing, such County indemnity is limited to liability to third parties for County's own, post-Transfer Date acts only and excludes any Plaintiff pre-Transfer Date acts, conduct or omissions.

D. Plaintiff to Provide County All Means and Methods of Access, Maintenance and Operations to the Orange Campus and Irvine Campus: Notwithstanding any other provision of this Agreement, on or before the Transfer Date, Plaintiff acknowledges, understands and agrees to, and shall, in a commercially reasonable manner provide County (or its designee(s)) any and all means and methods, in its possession or under its control, of: (1) access to, and/or (2) operations of, the

Campuses, and further, to effect a smooth, seamless, uninterrupted, orderly and complete transfer of ongoing operations and ownership of the Campuses to County, including but not limited to, all of the following which the Parties agree are, at a minimum, necessary for County to operate and maintain the facilities independently:

1. building automation systems
2. HVAC controls
3. fire/life safety systems
4. security cameras
5. access control
6. badging
7. telecommunications
8. property management systems
9. administrator credentials
10. software licenses (to the extent related to the operations of the Campuses and not Plaintiff's enterprise level systems)
11. databases (to the extent related to the operations of the Campuses and not Plaintiff's enterprise level systems)
12. network diagrams
13. system documentation
14. IT Systems: Plaintiff shall cooperate with the County on the transition and knowledge transfer of existing Campus-level information technology and related systems, information and data ("IT") in its possession or under its control, including with HCA IT personnel, OCIT/SAIC personnel, Facilities Operations, Physical Security and the existing vendors at the Campuses, so the County may learn the current IT environment, obtain necessary IT documentation, system configurations, administrative access and credentials, understand IT system dependencies, determine the County's needs or requirements to assume full management and control of the Campuses and so that the County receives all IT necessary to independently operate and maintain the Campuses. County shall have the ability, but not the obligation, at its expense, to continue under existing contracts, in whole or in part, as County may determine, and to retain existing services in place at the Campuses while the County evaluates,

assumes responsibility for, and/or eventually replaces services at the Campuses.

E. Joint Inspections/Walk-Throughs of Orange Campus and Irvine Campus: On or before the Transfer Date, Plaintiff and County shall cooperate and participate in one or more joint walk-throughs and visual inspections of each of the Campuses and the operations thereof, of reasonable duration sufficient to permit a complete inspection of each Campus, together with reasonable follow-up inspections as County may request in writing with five (5) calendar days' notice.

F. Information, Documents, Data and Personal Property to be Returned by Plaintiff to the County: On or before the Transfer Date and Surrender, to the extent in its possession, custody or control, Plaintiff shall provide and transfer to County the following:

1. All client records and documentation containing protected health information ("PHI").
2. All existing Campus-level passwords and login credentials for all systems, including but not limited to, video systems, phone systems, security and surveillance systems, and electronic health record platforms.
3. All FF&E/Personal Property.
4. All architectural and/or construction agreements, warranties, subcontracts, blueprints, plans, as-builts, specifications, diagrams and/or schematics in any way relating to the Campuses and an assignment of Plaintiff's rights and interests thereto.
5. All video footage or audio recordings relating to the Campuses and clients.
6. All hard drive(s) installed and/or removed from the Campuses relating to operations and/or PHI.
7. All badges and keys, clearly labeled.
8. All open, pending or unpaid invoices, billing statements, and/or vendor statements relating to past/ongoing operations of the Campuses, whether issued by Plaintiff or others, whether recorded or unrecorded, including, but not limited to, utilities, maintenance and services and all invoices and/or billing statements issued by Plaintiff for services related to the Campuses, including, but not limited to, any participation in the private sewer system associated with the Orange Campus as set forth in that certain Amendment to Agreement and Easement ("Amendment") recorded on April 13, 2000 as instrument number 20000190546 with the Orange County Clerk-Recorder's Office and an accounting of any monies received by Plaintiff during the term of the Orange Ground Lease for reimbursement from "Thompson" (and/or its successors or assigns), and as contemplated and set forth in the Amendment for the Sewer System.

9. Rules, policies and procedures maintained and/or held by Plaintiff relating to operations, facility maintenance, staffing, good neighbor policies, scopes of work, information on community issues/complaints, and current and former subcontracts.
10. All electronics, including computers and printers, purchased or funded by the County/HCA.
11. A complete inventory of all County-funded, program assets, including items in use, in storage, disposed of, and/or transferred, along with purchase documentation and asset locations for the Campuses.
12. All contracts (existing, expired and/or terminated) pertaining to the construction of the Campuses, including, but not limited to, all warranties, protection plans, guaranties and/or service contracts.
13. Rent Rolls for the Campuses.
14. All security deposits from any subtenants and/or providers to HCA, including first and last month's lease payments, and a list/itemization of same.
15. All FF&E/Personal Property of the Campuses, including but not limited to, all furniture, fixtures, unit supplies, kitchenware, common-area furnishings, items in offices, conference rooms, classrooms, gym equipment and supplies, all patio furniture for all units, artwork, and all facility equipment and furnishings (including those in unused spaces and the first-floor kitchen area) at the Campuses and the navigation phone number(s), with the exception of the phone numbers 949-749-2500 and 949-749-2600, providing access or relating to operations at and to the Campuses.
16. Assignments of any of Plaintiff's rights in and to vendor contracts, services, insurance, credits, security deposits and/or any warranties which may benefit the operation of the Campuses to the extent the vendor is willing to accept such an assignment and Plaintiff will use commercially reasonable efforts to assist County in obtaining vendor consent to such assignments.
17. Maintenance and vendor schedules (elevators, electrical, landscaping, janitorial, day porters, etc.).
18. All financial and accounting records in any way relating to the Campuses and their operations (to the extent related to the operations of the Campuses and not Plaintiff's enterprise level systems).
19. Disclosure of any current site or facility issues affecting the Campuses not previously disclosed to County, including without limitation any property liens, financial obligations, structural irregularities, deferred maintenance,

or other material physical or operational conditions of which Plaintiff has knowledge.

20. All records of facility maintenance, repairs (including a list of any outstanding repairs needed for the Premises) and/or capital reserves.
21. All existing equipment and/or construction warranties and any extended or other service plans.
22. All property/asset management agreements, files and data to the extent related to the design, development, construction and operations of the Campuses, rather than Plaintiff's enterprise level operations.
23. Compliant certificates of insurance and all required endorsements evidencing compliance with the insurance requirements of the Leases, including the required endorsements under Article 8.1.8 of the Orange Ground Lease, together with an updated Workers' Compensation certificate for the policy expiring July 29, 2026.

G. Cooperation for Seamless, Uninterrupted Smooth Transfer of Orange Campus and Irvine Campus from Plaintiff to County; Cooperation and Facilitation of Transfer; Attornment: Plaintiff shall cooperate with County in a commercially reasonable manner to facilitate the smooth, seamless, uninterrupted, orderly and complete transfer of the Campuses and their operation to County, for 90 days following the Transfer Date, including but not limited to, cooperation to transfer all means and methods of: (1) access to, and (2) operations of, the Campuses, from Plaintiff to County, effective as of the Transfer Date, so as to effect a smooth, seamless, uninterrupted, orderly and complete transfer of ongoing operations and any ownership of the Campuses to County. The County shall likewise cooperate in a commercially reasonable manner with respect to the Surrender. Nothing in this Agreement limits, waives or impairs the attornment provisions of the Leases or the Subleases, or County's right to direct the subtenants and service providers at the Campuses to attorn to County and to remit all rent and other sums directly to County from and after the Transfer Date, and Plaintiff shall reasonably cooperate to effect such attornment.

H. Recordation of Quitclaim Deeds: Upon the Transfer Date and Surrender, Plaintiff acknowledges, understands and agrees that County will record the quitclaim deeds as referenced in the Leases to quitclaim any right, title and/or interest Plaintiff may have in the Campuses or the Leases to County, and that Plaintiff shall have no right, title or interest in the Campuses, or the improvements constructed thereon, or the Leases after the Transfer Date and/or Surrender.

I. Restraint on Recordings and Encumbrances Prior to Transfer Date.

1. Covenant Against Recording. Plaintiff covenants and agrees that neither Plaintiff, nor anyone acting on Plaintiff's behalf, has recorded or will record among the Official Records of the County of Orange, or in any other public registry, any lease, memorandum of lease, notice of option, deed of trust, mortgage, fixture filing, lien, easement, license, contract, or other document or instrument, affecting or encumbering fee or leasehold title to the Campuses, prior to the Transfer Date, without the express prior written

consent of County, which consent County may grant or withhold in its sole and absolute discretion.

2. Representation and Warranty. Plaintiff represents and warrants to County that, as of the Effective Date, no document, instrument, or notice executed by or on behalf of Plaintiff, or relating to Plaintiff's leasehold interest or possession of the Campuses, has been submitted for recording or recorded against the Campuses.
3. Remedy for Unauthorized Recording. Any recording or attempt to record any instrument in violation of this Section shall constitute an immediate Event of Default under the Leases and this Agreement without the necessity of notice or opportunity to cure. In addition to all other remedies available at law or in equity, County shall be entitled to seek immediate injunctive relief and specific performance to expunge, remove, or quiet title regarding any such recorded document, and Plaintiff shall defend, indemnify, and hold harmless County from and against all costs, damages, liabilities, and reasonable attorneys' fees arising out of or related to such unauthorized recording.
4. Free and Clear Surrender. On or before the Transfer Date, Plaintiff shall surrender and shall cause the Campuses to be delivered to County free and clear of all liens, monetary encumbrances, security interests, deeds of trust, leasehold mortgages, mechanics' or materialmen's liens, judgment liens, UCC or fixture filings, and other clouds on title created by, through, or under Plaintiff. Plaintiff shall, at its sole cost and expense, prior to the Transfer Date, pay, discharge, satisfy, release of record, or, where a bona fide dispute exists, bond over or otherwise remove any such lien or encumbrance, including obtaining and recording any necessary releases, reconveyances, or lien waivers, and shall deliver evidence of the foregoing to County. This covenant is among the surviving obligations of Plaintiff described in the above subsection entitled "Surviving Obligations of Plaintiff" to the extent that, by its nature, it is intended to survive termination, and is consistent with, and in addition to, Plaintiff's mechanic's lien obligations under Article 5.1.10 of the Leases.

J. Plaintiff To Cooperate on Third-Party Audits and Commercially Reasonable Requests for Information: Plaintiff agrees and warrants that it has cooperated with and complied with all audit requests made by the County to date and notwithstanding any other provision of this Agreement, the following shall apply as of the Transfer Date:

1. As of the Transfer Date, the County shall not initiate any new, County discretionary audits or audit-related inquiries of Plaintiff.
2. The County shall complete any audits or audit-related inquiries commissioned, pending, or underway on or before the Transfer Date.

3. This limitation does not restrict the County's right to audit, or to obtain records concerning, any other companies that worked with Plaintiff (including subcontractors, vendors, and affiliated organizations such as Telecare Corporation), even if doing so requires the County to contact Plaintiff.
4. Plaintiff shall cooperate with and provide information, documents, and records for (a) any audit commissioned by any third party, including any State, Federal, and/or other agency (including Advocates For Human Potential, Inc., and lenders or stakeholders that contributed to or funded the Campuses or their operations), (b) any audit under the American Rescue Plan Act ("ARPA"), and (c) either Party's reporting obligations to federal or state authorities and third parties, to the extent necessary to satisfy those obligations.

K. Assignment of Subtenant Subleases to County: Effective upon the termination of the Orange Ground Lease and the Irvine Ground Lease and as of the Transfer Date, Plaintiff shall assign, transfer and convey to County, and County shall assume, all of Plaintiff's right, title and interest as sublandlord in, to and under all subtenant subleases, occupancy agreements and licenses affecting the Campuses (collectively, the "Subleases") in a form and manner as the County shall determine in its sole and absolute discretion. In furtherance thereof, prior to the Transfer Date, Plaintiff shall: (1) execute and deliver an assignment and assumption of the Subleases in recordable form acceptable to County; (2) deliver to County originals (or, if unavailable, copies) of all Subleases and all amendments, guaranties and related documents; (3) transfer to County all subtenant security deposits, prepaid rent and other subtenant funds, together with an itemization thereof; (4) deliver to County an updated rent roll and a schedule of all Subleases; (5) provide notice to each subtenant directing attornment to County and payment of all rent to County from and after the Transfer Date; (6) reasonably cooperate in obtaining subtenant estoppel certificates as requested by County; and (7) execute and deliver such further documents and instruments as may be reasonably necessary to effect the foregoing.

V. COUNTY ASSUMPTION OF CAMPUS OPERATIONS

Effective upon the Transfer Date, County shall be entitled to, and shall, assume full responsibility for the operation of the Campuses, including all financial obligations, operational responsibilities, property management, maintenance, tenant and subtenant relationships, and compliance obligations. Upon the Transfer Date, Plaintiff shall have no continuing operational or financial obligations with respect to either Campus following the Transfer, except as otherwise provided in this Agreement.

VI. RETURN OF FUNDS FROM PLAINTIFF TO COUNTY; COUNTY REIMBURSEMENT OF PLAINTIFF'S ACTUAL, VERIFIABLE AND REASONABLE, UNREIMBURSED CARRYING COSTS

A. Plaintiff to Return to County Funds Held By Plaintiff: On or before the Transfer Date, Plaintiff shall return to the County (a) the Orange Capital Reserve and any interest accrued thereon, less an offset for County reimbursements of Mind OC as set forth in this Section VI,

subsection B; (b) the State Budget 22/23 Funds; and (c) the right, title or interest in the HRSA Funds.

B. County Reimbursement to Plaintiff from Funds on Hand: County shall make two (2) reimbursements to Plaintiff, in the total amount of \$2,113,626.67, as follows: (1) 10 days after the Transfer Date, \$1,000,000.00, by authorizing Plaintiff to retain this \$1,000,000.00 from the Orange Capital Reserve which Plaintiff currently holds; and (2) upon the expiration of the Transition Period, \$1,113,626.67, by authorizing Plaintiff to retain this \$1,113,626.67 from the Orange Capital Reserve which Plaintiff currently holds. Plaintiff acknowledges recent receipt of payments from County of the amount of \$1,482,483.70 (\$820,800.56 + \$661,683.14), invoice BWIC2605, and the amount of \$2,270,987.37, invoice BWIC2606. Plaintiff further agrees to cooperate with County in County's exercise of its rights under Section IV.J, to audit such expenditures as provided therein.

C. HRSA Funds Remitted to County. Plaintiff agrees that, as of the Transfer Date, County shall retain exclusively all rights to the HRSA Funds, estimated to be \$1,720,031.52, and to expend such HRSA Funds as County deems appropriate in its sole and absolute discretion. Plaintiff further agrees to cooperate with County in County's exercise of its rights to, and expenditures of, the HRSA Funds and any audit of expenditures if initiated.

VII. COVENANTS BY PLAINTIFF

Until the Transfer Date, in addition to the covenants and terms set forth elsewhere in this Agreement or the Leases, Plaintiff shall:

A. New Contracts. Refrain from, and not enter into, any new contracts affecting the Campuses that cannot be terminated at or before the Transfer Date.

B. Operations. Continue to manage the Campuses in a manner consistent with existing and commercially reasonable practices. Subject to the provisions and conditions hereof, Plaintiff shall maintain its existing policies of insurance in effect through the Transfer Date. Plaintiff shall be solely responsible for the payment of any and all wages, salaries, vacation and sick-leave compensation, pension or profit-sharing benefits, and all other benefits or compensation inuring to any employees of Plaintiff, or of any affiliate or agent, employed at the Campuses through the Transfer Date. Plaintiff shall be solely responsible for its employees, including any wages, salaries, vacation and sick-leave compensation, pension or profit-sharing benefits, and all other benefits or compensation inuring to any employees, after the Transfer Date. The County shall not assume, and shall have no responsibility for, any employment-related liability or obligation of Plaintiff, including any wage, benefit, severance, or termination cost.

C. Copies of Notices. Plaintiff shall, not later than five (5) days after sending or receiving the same, provide copies to the County of (a) any written notice from any Governmental Authority having jurisdiction of any purported violation of law or claim with respect to, or a change in the zoning of, the Campuses; and/or (b) any written notice of any pending or threatened litigation, claim, or proceeding that would affect the Campuses (including, without limitation, any written notice related to any Hazardous Materials Condition, or any written notice of any pending or threatened Condemnation affecting the Campuses); and/or (c) any notice of any mechanics' or

materialmen's lien filed or threatened in writing related to work performed by or on behalf of Plaintiff or its affiliates related to the Campuses prior to the Transfer Date.

VIII. PLAINTIFF'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Plaintiff represents, warrants and covenants to the County as follows, each of which is a material inducement to the County's entry into this Agreement and none of which is released, waived or discharged by this Agreement:

A. Indemnification of the County. Plaintiff shall indemnify, defend and hold harmless the County and its Associated Entities and/or Persons from and against Claims and Costs asserted by third parties to the extent arising from Plaintiff's acts, omissions, events or conditions occurring on or before the Transfer Date in connection with Plaintiff's tenure, possession or control of the Campuses or performance under the operative Orange Ground Lease, Irvine Ground Lease, Orange MSA and Irvine MSA and the Business Associate Contract incorporated therein (collectively, the "Operative Agreements") or any applicable federal or state law or regulation, whether the Claim is asserted before or after the Transfer Date. This indemnity shall not apply to direct claims between the Parties, claims released by this Agreement, or matters caused by County or third parties. This subsection is a surviving obligation of Plaintiff and is expressly excluded from the Mutual Release.

B. HIPAA and Protected Health Information. Plaintiff has complied with, and shall continue to comply with, its obligations as a HIPAA business associate under the BAA, including its use and disclosure restrictions, its administrative, technical and physical safeguard obligations under the HIPAA Security Rule, its breach-notification obligations to the County's Privacy Officer, and its obligation to return or destroy all protected health information upon termination. These obligations survive the termination of the Orange MSA, the Irvine MSA and this Agreement, and are expressly excluded from the Mutual Release.

C. Construction and Compliance with the Leases. Plaintiff represents, warrants and covenants that (i) the Orange Campus and the Irvine Campus were constructed in accordance with the requirements of the Orange Ground Lease and the Irvine Ground Lease, respectively, and the applicable plans, specifications and approved construction drawings; and (ii) Plaintiff has complied in all material respects with the terms and conditions of the Orange Ground Lease and the Irvine Ground Lease.

D. Insurance Compliance. Plaintiff represents, warrants and covenants that it has complied, and shall continue to comply, with the insurance requirements of the Orange Ground Lease and the Irvine Ground Lease, including the required endorsements under Article 8.1.8, and that the County of Orange and its elected and appointed officials, officers, employees and agents are named as additional insureds as required thereunder. Plaintiff shall deliver to the County compliant certificates of insurance and all required endorsements, including (i) an Additional Insured endorsement (ISO form CG 20 26 04 13 or a form at least as broad), (ii) a primary and non-contributory endorsement (ISO form CG 20 01 04 13 or a form at least as broad), and (iii) a Products and Completed Operations endorsement (ISO form CG 20 37 (ed. 04/13) or a form at least as broad), together with an updated Workers' Compensation certificate for the policy expiring July 29, 2026. To the extent written on a claims-made basis, Plaintiff shall maintain Contractor's

Pollution Liability and Pollution Liability coverage for five (5) years, and Professional Liability coverage and Products and Completed Operations coverage for ten (10) years, following completion of construction of the Campuses. Such insurance is intended to support Plaintiff's indemnification, defense and hold-harmless obligations with respect to acts, omissions, events or conditions arising or occurring on or before the Transfer Date, regardless of when the resulting Claim is asserted, including Claims first made after the Transfer Date, for the duration of the required coverage periods described above, and shall not limit, reduce or otherwise satisfy those indemnification obligations. Plaintiff's obligations under this subsection are among the surviving obligations described in the subsection entitled "Surviving Obligations of Plaintiff" and are expressly excluded from the Mutual Release.

E. Survival; Exclusion from Release. Plaintiff's indemnification obligations for its acts and omissions during the term of the Operative Agreements shall survive the Surrender, the Transfer, the termination of the Leases and the MSAs, and the termination of this Agreement, and are expressly excluded from, and shall not be deemed released, waived, limited or discharged by, the release set forth in the Section hereinafter, entitled "Mutual Release" or any other provision of this Agreement.

IX. DISMISSAL OF THE APPEAL AND THE ACTION

Within five (5) calendar days of the Effective Date, the Parties shall cooperate to cause the dismissals of the Appeal and the Action, with prejudice, including, prompt, joint notice to the Court of Appeal and the Superior Court of the settlement under this Agreement and the prompt remittitur of the Appeal.

X. TRADEMARKS; NON-DISPARAGEMENT; JOINT PUBLIC STATEMENT

A. Trademarks. To the extent perfected by Plaintiff, Plaintiff retains any asserted ownership in the "Be Well OC" and "Be Well Orange County" trademarks and service marks, together with all associated intellectual property, trade names, logos, goodwill, and branding, to the extent already perfected (collectively, the "Be Well IP"). From and after the Transfer Date, Plaintiff shall not, and shall use commercially reasonable efforts to cause its Associated Entities and/or Persons not to, use, display, associate, reference, or place in the marketplace any reference to the Be Well IP in any manner that states, suggests, or implies any present, or future affiliation, association, endorsement, sponsorship, involvement, or connection with the County. Plaintiff shall be solely responsible for ensuring that any use of the Be Well IP going forward is not associated with, attributed to or connected in any way to the County, and Plaintiff shall promptly take all commercially reasonable steps to remove and/or disassociate the County from any existing or future use of the Be Well IP. Nothing in this Section X.A shall prohibit Plaintiff from making truthful, factual statements regarding its historical design, construction or operation of the Campuses during the term of the Relationship, provided such statements do not state or imply any current or future affiliation, endorsement, sponsorship or involvement of the County or the Campuses with Plaintiff.

B. Removal of All Be Well IP From the Campuses. Plaintiff shall, at its sole cost and expense, remove the presence of the Be Well IP—including all signage, logos, marks, names, branding and other physical manifestations of the Be Well IP—from the Orange Campus and the

Irvine Campus on or before the Transfer Date and repair to the condition required under the Operative Agreements. To the extent any such signage or other manifestation of the Be Well IP remains at either Campus after the Transfer Date, its continued presence, until removed by Plaintiff shall be deemed authorized, permitted and agreed to by Plaintiff and shall not constitute a trademark or other IP violation by the County or give rise to any liability of the County to Plaintiff.

C. Non-Disparagement. Neither Party shall make any public or private written or oral statements that are disparaging, defamatory, or derogatory regarding the other Party, its officers, directors, employees, agents, or representatives. This provision shall not restrict either Party from making truthful statements as required by law or in connection with legal, regulatory, or governmental proceedings.

D. Joint Public Statement. The Parties shall issue a single, joint public statement regarding the separation and settlement, in the form and content of the joint public statement attached hereto as **Exhibit "A."**

XI. MUTUAL RELEASE

In consideration of the covenants and other valuable, material consideration contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, each Party, for itself and on behalf of each of its Associated Entities and/or Persons, hereby unconditionally fully and forever releases, acquits, relieves and discharges the other Party and its Associated Entities and/or Persons, from any and all Claims and Costs now existing or arising in the future, relating to the Action, Appeal, Campuses, Leases, Surrender, the Orange Campus Claim and the Irvine Campus Claim, the INN Contract, the EAS Contract, the Orange MSA, the Irvine MSA, the Orange Funding Agreement, and the Irvine Funding Agreement, except as set forth herein ("Mutual Release"). Notwithstanding the foregoing, this release does not, and shall not, be construed to, release, waive, limit or discharge: (a) any obligation of a Party under this Agreement; (b) any of the surviving obligations and covenants of Plaintiff set forth in this Agreement, including, but not limited to, Plaintiff's insurance obligations and the Parties' indemnification obligations; (c) Plaintiff's covenants in Section VII and/or Plaintiff's representations, warranties and covenants in Section VIII of this Agreement; and (d) any Claim or Cost arising from facts, conditions or liabilities required to be disclosed but not disclosed to the County as and to the extent required under this Agreement.

A. Waiver of Civil Code Section 1542 as to This Mutual Release

The Parties acknowledge and agree that the mutual release herein includes a release and relinquishment of all Claims and Costs which they do not know or suspect to exist; and the Parties hereby waive all rights which may exist under California Civil Code Section 1542, which provides as follows shall be effective as a bar to all Claims of whatsoever character, nature, and kind, known or unknown, suspected or unsuspected, fixed or contingent, including but not limited to those Claims hereinabove specified to be so barred. In furtherance of this intention, the Parties hereto expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code (and any statute, rule or legal doctrine of any other jurisdiction of similar import), and the Parties hereto understand that this section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties further hereby waive any similar statute, code, law, or regulation of any state of the United States, or the United States, to the fullest extent that they may waive all such rights and benefits pertaining to the matters released herein.

B. Voluntary. The Parties hereto state, acknowledge and agree that this Agreement is executed voluntarily with full knowledge of its significance and legal effect. The Parties hereby represent and warrant that they have been advised by their legal counsel and understand and acknowledge the significance and consequence of this release and of this specific waiver of Civil Code Section 1542 and other such statutes, laws and rules of similar effect. The Parties shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent of this Agreement.

XII. GOVERNING LAW

This Agreement is entered into in Orange County and shall be governed by and construed in accordance with the laws of the State of California.

XIII. COURT TO RETAIN JURISDICTION

The Parties hereto submit to the jurisdiction of and venue in the Superior Court of California for the County of Orange with respect to any dispute which may arise out of this Agreement, including but not limited to, any and all legal actions, proceedings, motions and/or other relief concerning the validity, interpretation, performance or enforcement of this Agreement any motion, injunction or unlawful detainer, or otherwise. The Parties agree that any action taken regarding this Agreement, including, without limitation, any action to enforce or interpret the terms of this Agreement shall be brought and maintained before Judge Bradley S. Erdosi, or if he or she is unable to serve for any reason, any judge of the Orange County Superior Court who may be appointed by the presiding judge. In the event Judge Bradley S. Erdosi is unavailable or unable to serve for any reason, the presiding judge of the Orange County Superior Court shall have jurisdiction to appoint, and shall appoint, a successor judge to interpret and enforce the terms of this Agreement pursuant to Code of Civil Procedure section 664.6 or otherwise, even after dismissal of the case or entry of judgment.

XIV. INTEGRATION

This Agreement constitutes the final, complete and exclusive agreement and understanding between and among the Parties, and supersedes all prior or contemporaneous written or oral agreements. The Parties each acknowledge that there are no promises, representations, warranties, agreements, arrangements or understandings other than as expressly contained in this Agreement.

XV. AUTHORITY

Each Party represents, warrants, acknowledges and agrees that it has the authority to enter into this Agreement and that the terms of this Agreement are binding, enforceable, fair, just, reasonable and equitable and further that it/he/she/they have obtained the advice of counsel prior to entering into this Agreement.

XVI. NO ASSIGNMENT

Each Party represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims or Costs herein released, and that it is the sole owner of such Claims and Costs.

XVII. PARTIES TO BEAR THEIR OWN COSTS

Each Party shall bear her/his own Costs including, without limitation, attorneys' fees, incurred in connection with the matters released herein and in negotiating, preparing and signing this Agreement.

XVIII. NO ADMISSION

The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by any Party of any liability or responsibility whatsoever, and that each Party specifically disclaims any liability or responsibility, except as to the consent to judgments or judgments to be entered.

XIX. INDEPENDENT ADVICE

The Parties each acknowledge that they have received independent legal advice with respect to the advisability of making this Agreement, and that they have freely and voluntarily consented to the terms and conditions of this Agreement, which has not involved coercion, undue influence, fraud, economic or other pressure. The Parties have had an opportunity to consult with their counsel and have in fact consulted with counsel and have read and completely understand the terms and conditions of this Agreement. The Parties agree and understand that all attorneys' fees and court Costs related to and/or arising out of the Claims released herein shall be borne exclusively by the Party that incurred such fees and Costs and that the Parties, and each of them, shall have no right of recovery against each other for payment of any such fees and Costs.

XX. COOPERATION

The Parties hereby agree to mutually cooperate in the effectuation and implementation of this Agreement and to perform all obligations herein undertaken in good faith, and promptly, as time is of the essence in the performance of this Agreement and shall execute such further documentation as may reasonably be required to give full effect to this Agreement.

XXI. FURTHER ASSURANCES

Each Party shall, from time to time and without further consideration, execute, acknowledge and deliver such further instruments and documents, and shall take such further actions, as the other Party may request to carry out and give full force and effect to the intent and purposes of this Agreement, including the Surrender, the Transfer, the assignment of the Subleases and the transfer of the operations and ownership of the Campuses to County.

XXII. TAX CONSEQUENCES

County acknowledges that Plaintiff is a California nonprofit corporation that has obtained welfare exemptions from property taxation for the Campuses under California Revenue and Taxation Code sections 214 et seq. To the extent due and payable, prior to the Transfer Date, Plaintiff shall pay all property taxes, possessory interest taxes, and any other tax or assessment accruing during, and attributable to, Plaintiff's tenure under the Orange Ground Lease and the Irvine Ground Lease through the Transfer Date, except to the extent any such tax or assessment is levied solely as a result of County's acts or omissions. County shall cooperate with Plaintiff and shall take no action that would impair, revoke or jeopardize the existing welfare exemptions from property taxation obtained by Plaintiff under California Revenue and Taxation Code sections 214 et seq. with respect to the Campuses through the Transfer Date; and to the extent any property tax, possessory interest tax or assessment is levied against the Campuses or Plaintiff's possessory interest for any period through the Transfer Date solely as a result of County's acts or omissions (which shall not include the actions or omissions of the Orange County Assessor in the performance of his statutory duties), County shall reimburse Plaintiff for the amount of such tax or assessment within thirty (30) days of Plaintiff's written demand. Except as expressly provided herein, each Party shall bear its own tax consequences arising from this Agreement, and nothing herein shall alter Plaintiff's tax-exempt status or nonprofit standing for any period prior to the Transfer Date.

XXIII. SUCCESSORS AND ASSIGNS

This Agreement shall apply to, bind and inure to the benefit of the Parties and each of its/his/her/their predecessors, successors, assigns, representatives, agents, members and heirs.

XXIV. INTERPRETATION

The Parties have each agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the Party who caused an uncertainty to exist or against the draftsman.

XXV. NO ORAL MODIFICATIONS

This Agreement may be amended or modified in writing only, signed by the Parties to be charged or bound by such amendment or modification.

XXVI. PRONOUNS

Masculine pronouns shall be substituted for the neuter form and/or vice versa, and the plural shall be substituted for the singular form and/or vice versa, in any place or places herein in which the context requires such substitution or substitutions.

XXVII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which when executed and delivered shall constitute an original, and all of which when executed shall constitute one and the same instrument.

THE FOREGOING IS APPROVED AND AGREED:

Each Party has read this Agreement, consulted with counsel of her/his own choosing and hereby represent, covenant, warrant and acknowledge she and he fully understand, consent to and agree to the terms of this Agreement and is duly authorized to execute this Agreement.

Dated: October 5, 2026

PLAINTIFF:

MIND OC
a California nonprofit corporation

By: *Phillip Franks*
Name: Phillip Franks
Title: President and CEO

10/6/2026
Dated: October 6, 2026

DEFENDANT:

COUNTY OF ORANGE
a political subdivision of the State of California

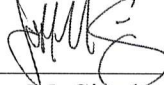
By: *Leon Page*
Name: Leon Page
Title: County Counsel, County of Orange

APPROVED AS TO FORM AND CONTENT, BUT NOT AS A PARTY TO THE AGREEMENT:

Dated: October 5, 2026

SNELL & WILMER L.L.P.

By: _____


Jeffrey M. Singletary, Esq.
Gregory Sonnenberg, Esq.
Kina Wong, Esq.
Attorneys for Plaintiff Mind OC,
a California nonprofit corporation

10/5/2026

Dated: October ___, 2026

COUNTY OF ORANGE

By: _____


Mark Servino, Esq.
Attorneys for Defendant County of Orange

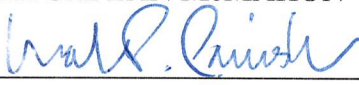
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Dated: October 5, 2026

SELTZER CAPLAN McMAHON VITEK

By: _____


Neal P. Panish, Esq.
Nathanel Ghinghis, Esq.
Attorneys for Defendant County of Orange

Mind OC Settlement Agreement (Final Execution Copy 10-5-26)

Final Audit Report

2026-10-05

Created:	2026-10-05
By:	Kayla Sotelo (kayla.sotelo@mind-oc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABamcYZbrlAsK8RDIsiYetglRoAO_vArQ

"Mind OC Settlement Agreement (Final Execution Copy 10-5-26)" History

-  Document created by Kayla Sotelo (kayla.sotelo@mind-oc.org)
2026-10-05 - 4:54:26 PM GMT
-  Document emailed to Phillip Franks (phillip.franks@mind-oc.org) for signature
2026-10-05 - 4:55:04 PM GMT
-  Email viewed by Phillip Franks (phillip.franks@mind-oc.org)
2026-10-05 - 4:55:46 PM GMT
-  Document e-signed by Phillip Franks (phillip.franks@mind-oc.org)
Signature Date: 2026-10-05 - 4:56:14 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-10-05 - 4:56:14 PM GMT

Exhibit “A”

Joint Press Release



For Immediate Release: October X, 2026

The County of Orange and Mind OC End Partnership on Be Well OC Campuses

Santa Ana, CA — Effective October X, 2026, the County of Orange and Mind OC (dba Be Well OC®) agreed to end their collaboration and operational relationship of the Be Well OC Campuses located in Orange and Irvine. Mind OC will no longer have a ground lease or other interests in the campuses, and the County now assumes full responsibility. By bringing the campuses under direct OC Health Care Agency (HCA) oversight, the County strengthens its continuum of care and continues to advance its long-standing commitment to improve mental health and substance use disorder services for all County residents. As part of this transition, Mind OC and the County have resolved all litigation with each party dismissing their respective claims. The County is grateful to Mind OC and its efforts in their shared mission to enhance coordination and access to crisis behavioral health care for all county residents regardless of payor.

"On behalf of my fellow Supervisors and myself, I'd like to express my appreciation for the effort put into this resolution," stated OC Supervisor Board Chairman Doug Chaffee. "This transition reflects a mutual understanding that our missions may now be best supported through separate operational pathways. We believe bringing these services directly under OC Health Care Agency (HCA) management establishes a clear line of County responsibility, strengthens service coordination among County health providers, and enhances the County's delivery of specialized care to the individuals and families who rely on these programs."

With preparations underway, clinical providers and operational teams are actively gearing up to begin services at the Irvine campus as soon as possible. This aims to ensure timely access to crisis stabilization, residential treatment, substance use recovery programs, as well as adolescent and perinatal services and other essential behavioral health interventions are available for those who



need them most. Services at the Orange Campus will not be affected by this change. As the County moves into this next phase, HCA is working closely with service providers, County partners and stakeholders to ensure a smooth transition and maintain the high standard of care the community expects.

In addition, the HCA will begin a full rebranding of both campuses from the Be Well OC name—trademarked and retained by Mind OC—and introduce a new County-owned identity once a new brand name and design are finalized. This transition will be completed in the near future in collaboration with Mind OC.

“The mission of Be Well OC is to enhance the behavioral health care system for all Orange County residents through transformational public and private partnerships, and we are proud to have built two state-of-the-art campuses for behavioral health services in Orange County. We look forward to continuing our mission and serving Orange County residents,” said Dr. Richard Afable, chairman of the board, Mind OC.

ABOUT THE OC HEALTH CARE AGENCY

The OC Health Care Agency (HCA) is a regional interdisciplinary health jurisdiction and an accredited health department, charged with protecting and promoting individual, family and community health through partnership and coordination of public and private sector resources. Visit www.ocalthinfo.com to learn more about services and resources.

ABOUT MIND OC

Mind OC was established in 2017 as a California 501(c)(3) nonprofit organization to help strengthen Orange County’s behavioral health system through collaboration among public, private, health care, community and faith-based partners. Since its founding, Mind OC has worked to develop scalable and sustainable solutions that improve access to behavioral health care across the county. Its



mission is to enhance the behavioral health system for all residents of Orange County through transformational public and private partnerships.

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