



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-23010021
FOR PROVISION OF
MENTAL HEALTH INPATIENT SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-23010021 for Mental Health Inpatient Services is made and entered into on March 24, 2026 ("Effective Date") between 1030 Warner Avenue I Opco, LLC ("Contractor"), with a place of business at 1030 West Warner Avenue, Santa Ana, CA 92707, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92707. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County and Royale Health Care Center, Inc. ("Royale Health") executed Contract No. MA-042-23010021 for Mental Health Inpatient Services, effective July 1, 2022 through June 30, 2027, in an amount not to exceed \$96,455,184 ("Contract"); and

WHEREAS, Royale Health informed County on September 8, 2025, that Royale Health's parent company had merged with 1030 Warner Avenue I Opco, LLC and that Royale Health wished to transfer and assign its rights and obligations under the Contract to 1030 Warner Avenue I Opco, LLC; and

WHEREAS, Paragraph VII. Delegation, Assignment and Subcontracts of the Contract requires County's prior written consent to any assignment of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to incorporate the Assignment, Novation and Consent Agreement into the Contract, which assigns the Contract from Royale Health Care Center, Inc. to 1030 Warner Avenue I Opco, LLC, effective March 1, 2026; to delete Exhibit A from the Contract; to correct the contract number from MA-042-22010802 to MA-042-23010021 due to an administrative error; and to decrease the Contract's Period Four Amount Not to Exceed by \$3,500,718 and the Contract's Period Five Amount Not to Exceed by \$10,999,780, for a new total amount not to exceed \$81,954,687.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, agree to amend the Contract as follows:

1. The Assignment, Novation and Consent Agreement is added to the Contract as Exhibit E, effective March 24, 2026.
2. All references in the Contract to "Royale Health Care Center, Inc." are deleted in their entirety and replaced with "1030 Warner Avenue I Opco, LLC".
3. The Contract's Period Four Amount Not to Exceed is decreased by \$3,500,718 from \$20,514,320 to \$17,013,602 and the Contract's Period Five Amount Not to Exceed is

decreased by \$10,999,780 from \$21,488,140 to \$10,488,360, for a new total amount not to exceed \$81,954,687.

4. Referenced Contract Provisions, Amount Not To Exceed provision and Notices to County and Contractor provision, of the Contract are amended in part as follows:

“Amount Not To Exceed:	
Period One Amount Not To Exceed	\$16,166,103
Period Two Amount Not To Exceed	18,700,689
Period Three Amount Not To Exceed	19,585,933
Period Four Amount Not To Exceed	17,013,602
Period Five Amount Not To Exceed	<u>10,488,360</u>
TOTAL AMOUNT NOT TO EXCEED:	\$81,954,687”

“CONTRACTOR: 1030 Warner Avenue I Opco, LLC
 1030 West Warner Avenue
 Santa Ana, CA 92707
 Attention: Avrohom Tress, Executive Vice President
 E-mail: atress@newgenhcg.com”

5. Paragraph II. Alteration of Terms, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“ A. This Contract, together with Exhibits B, C, D, and E attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.”

6. Exhibit A of the Contract is deleted. All references in the Contract to “Exhibit A” are deleted in their entirety.
7. The Contract number is corrected to read “MA-042-23010021” instead of the incorrect number “MA-042-22010802”.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: 1030 Warner Avenue I Opco, LLC

Avrohom Tress	Vp
Print Name	Title
Signed by: 	2/25/2026
Signature	Date
Signed by: 	COO
Print Name	Title
Signed by: 	2/25/2026
Signature	Date

County of Orange, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean	Deputy County Counsel
Print Name	Title
Signed by: 	2/25/2026
Signature	Date



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of 24th day of March ("Agreement") by and among Royale Health Care Center, Inc., with an address of 1030 West Warner Ave, Santa Ana, CA 92707 ("Assignor"), 1030 Warner Avenue I Opco, LLC, with an address of 1030 Warner Avenue, Santa Ana, CA 92701, ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 405 West 5th Street, Suite 600, Santa Ana, CA 92701 ("County").

WHEREAS, Assignor and County entered into Contract No. MA 042-23010021 for Mental Health Inpatient Services, effective July 1, 2022 through June 30, 2027, (the "Contract");

WHEREAS, Assignor's parent company had merged with Assignee, and Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract to Assignee;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of March 24, 2026 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract through June 30, 2027.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the effective date.
4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after March 24, 2026.
5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.

6. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.
7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
8. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

(SIGNATURE PAGE FOLLOWS)

ASSIGNOR:

Royal Health Care Center, Inc.

By:  Avrohom Tress

Name: Avrohom Tress

Title: vp

ASSIGNEE:

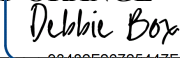
1030 Warner Avenue I Opco, LLC

By:  Abdoulaye Niang

Name: Abdoulaye Niang

Title: COO

COUNTY OF ORANGE

By:  Debbie Box

Name: Debbie Box

Title: Administrative Manager I