

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

For calendar year 2020, or fiscal year beginning _____, 2020, and ending _____, 20____

2020▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

Name of exempt organization or person subject to tax

Taxpayer identification number

ROSS VALLEY HOMES, INC.**94-1635654**

Name and title of officer or person subject to tax

CHARLIE SHOEMAKE**CFO****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, **5a**, **6a**, or **7a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, **5b**, **6b**, or **7b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b 11,196,745.
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b
6a Form 990-T check here ▶ <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b
7a Form 4720 check here ▶ <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above organization or ☐ I am a person subject to tax with respect to (name of organization) _____, (EIN) _____ and that I have examined a copy

of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **MOSS ADAMS LLP** to enter my PIN **35654**
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

94767612345

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ **LESLIE VAN**Date ▶ **11/12/21**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2020)

**Application for Automatic Extension of Time To File an
Exempt Organization Return**

OMB No. 1545-0047

► **File a separate application for each return.**
 ► **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. ROSS VALLEY HOMES, INC.	Taxpayer identification number (TIN) 94-1635654
	Number, street, and room or suite no. If a P.O. box, see instructions. 501 VIA CASITAS	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. GREENBRAE, CA 94904	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

CHARLIE SHOEMAKE

- The books are in the care of ► **1525 POST STREET - SAN FRANCISCO, CA 94109**
 Telephone No. ► **415-202-7800** Fax No. ► _____

- If the organization does not have an office or place of business in the United States, check this box ☐
 • If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and TINs of all members the extension is for.

- 1 I request an automatic 6-month extension of time until **NOVEMBER 15, 2021**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 ► ☒ calendar year **2020** or
 ► ☐ tax year beginning _____, and ending _____.

- 2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020Open to Public
Inspection**A For the 2020 calendar year, or tax year beginning and ending****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☒ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

ROSS VALLEY HOMES, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

501 VIA CASITAS

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

GREENBRAE, CA 94904

F Name and address of principal officer: SARA MCVEY

1525 POST STREET, SAN FRANCISCO, CA 94109

D Employer identification number

94-1635654

E Telephone number

415-202-7800

G Gross receipts \$ 11,196,745.**H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ WWW.SEUOIALIVING.ORG**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: 1965 **M** State of legal domicile: CA**Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: RVH PROVIDES ORGANIZATIONAL STRUCTURE AND LEADERSHIP TO MEET THE NEEDS AND IMPROVE THE QUALITY
	2	Check this box <input checked="" type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3	Number of voting members of the governing body (Part VI, line 1a) 3 13
	4	Number of independent voting members of the governing body (Part VI, line 1b) 4 13
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a) 5 210
	6	Total number of volunteers (estimate if necessary) 6 11
	7a	Total unrelated business revenue from Part VIII, column (C), line 12 7a 0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11 7b 0.	
Revenue	8	Contributions and grants (Part VIII, line 1h) 322,482. 147,827.
	9	Program service revenue (Part VIII, line 2g) 27,225,027. 10,994,317.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d) 0. 0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 57,218. 54,601.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 27,604,727. 11,196,745.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3) 0. 0.
	14	Benefits paid to or for members (Part IX, column (A), line 4) 0. 0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 15,257,492. 6,600,738.
	16a	Professional fundraising fees (Part IX, column (A), line 11e) 0. 0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 13,388,195. 4,835,243.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 28,645,687. 11,435,981.
19	Revenue less expenses. Subtract line 18 from line 12 -1,040,960. -239,236.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16) 37,849,477. 0.
	21	Total liabilities (Part X, line 26) 42,590,680. 0.
	22	Net assets or fund balances. Subtract line 21 from line 20 -4,741,203. 0.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	CHARLIE SHOEMAKE, CFO Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name LESLIE VAN	Preparer's signature LESLIE VAN	Date 11/12/21	Check <input type="checkbox"/> if self-employed	PTIN P01294411
	Firm's name ▶ MOSS ADAMS LLP	Firm's EIN ▶ 91-0189318			
	Firm's address ▶ 101 SECOND STREET SUITE 900 SAN FRANCISCO, CA 94105	Phone no. 415-956-1500			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☒ **X****1** Briefly describe the organization's mission:

ROSS VALLEY HOMES WILL, WITHIN ITS HUMAN RESOURCES AND FINANCIAL CAPABILITIES, PROVIDE ORGANIZATIONAL STRUCTURE AND LEADERSHIP TO MEET THE NEEDS AND IMPROVE THE QUALITY OF LIFE OF OLDER PERSONS FROM ALL ECONOMIC LEVELS AND VARIED CULTURAL BACKGROUNDS THROUGH DIVERSIFIED

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 10,204,570. including grants of \$) (Revenue \$ 10,994,317.)

ROSS VALLEY HOMES IS A CONTINUING CARE RETIREMENT COMMUNITY THAT PROVIDES HOUSING, HEALTH CARE, AND OTHER SERVICES TO APPROXIMATELY 306 RESIDENTS. MOST OF THE RESIDENTS HAVE EXECUTED LIFE CARE RESIDENCE AND CARE AGREEMENTS THAT GIVE THEM ACCESS TO ASSISTED LIVING, DEMENTIA CARE, AND SKILLED NURSING, IF NEEDED.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **10,204,570.**Form **990** (2020)

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a	X
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	35
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a 210		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country		
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?	13a	
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15	X
If "Yes," see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16	X
If "Yes," complete Form 4720, Schedule O.		

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒**Section A. Governing Body and Management**

	1a	1b	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	13			
b Enter the number of voting members included on line 1a, above, who are independent		13		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?				X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?				X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?				X
6 Did the organization have members or stockholders?			X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			X	
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			X	
b Each committee with authority to act on behalf of the governing body?			X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O				X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13 Did the organization have a written whistleblower policy?	X	
14 Did the organization have a written document retention and destruction policy?	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official		X
b Other officers or key employees of the organization		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► **CA**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☒ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ►
CHARLIE SHOEMAKE - 415-202-7800
1525 POST STREET, SAN FRANCISCO, CA 94109

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SARA MCVEY CEO	0.50 39.50			X				0.	464,650.	12,621.
(2) NAN BOYD CFO (THRU 8/20)	1.00 39.00			X				0.	315,268.	20,819.
(3) DAVID LATINA VP OF BUSINESS DEVELOPMENT	3.00 37.00				X			0.	274,700.	30,759.
(4) MARTHA ATWOOD VP OF HR & COMPLIANCE	3.00 37.00			X				0.	242,172.	40,649.
(5) STEVEN HIEGER VP OF INFORMATION SYSTEMS	3.00 37.00				X			0.	224,189.	26,101.
(6) CHARLES SHOEMAKE CFO	1.00 39.00			X				0.	66,436.	5,747.
(7) MICHELE STRATTON CHAIR	0.10 0.90	X		X				0.	0.	0.
(8) GARY FREEMAN BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(9) GAYLE S. GEARY BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(10) STEVEN H. HERMAN BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(11) DIANNE J. SPAULDING VICE CHAIR	0.20 0.80	X		X				0.	0.	0.
(12) DAVID JAMISON BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(13) REX JAMISON, MD BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(14) PATRICIA LYNN BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(15) NANCY HIROKO MAYEDA BOARD MEMBER	0.20 0.80	X						0.	0.	0.
(16) NEAL MCNAMARA BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(17) PHILIP R. PLACIER BOARD MEMBER	0.20 0.80	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) MARIANNE LIM BOARD MEMBER	0.10 0.90	X						0.	0.	0.
(19) GORDON HOWIE BOARD MEMBER	0.10 0.90	X						0.	0.	0.
1b Subtotal								0.	1,587,415.	136,696.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								0.	1,587,415.	136,696.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

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- 3** Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

	Yes	No
3		X
4	X	
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
MORRISON MANAGEMENT SPECIALISTS P.O. BOX 102289, ATLANTA, GA 30368	MANAGEMENT SERVICES	2,039,439.
PINNACLE BUILDING & DESIGN- SPV, 5055 BUSINESS CENTER DRIVE, SUITE 104,	BUILDING & DESIGN	992,063.
ORYX CAPITAL PARTNERS, LP, 1796 18TH STREET, SUITE C, SAN FRANCISCO, CA 94107	CONSTRUCTION	960,994.
C. J. REED CONSTRUCTION 1658 SEQUOIA DRIVE, PETALUMA, CA 94954	CONSTRUCTION	862,869.
ONR, INC., 8500 BLUFFSTONE COVE, SUITE A201, AUSTIN, TX 78759	THERAPY SERVICES	862,825.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

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Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A)	(B)	(C)	(D)
				Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d	135,227.				
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	12,600.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f						
Program Service Revenue	2 a MONTHLY CARE FEES	Business Code	623000	7,719,068.	7,719,068.		
	b AMORTIZATION OF ENTRANCE FEES		623000	2,235,815.	2,235,815.		
	c FEES FOR SERVICE TO RESIDENTS		900099	1,039,434.	1,039,434.		
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			10,994,317.			
	Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
4 Income from investment of tax-exempt bond proceeds							
5 Royalties							
6 a Gross rents		6a	(i) Real (ii) Personal				
b Less: rental expenses ...		6b					
c Rental income or (loss)		6c					
d Net rental income or (loss)							
7 a Gross amount from sales of assets other than inventory		7a	(i) Securities (ii) Other				
b Less: cost or other basis and sales expenses		7b					
c Gain or (loss)		7c					
d Net gain or (loss)							
8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18		8a					
b Less: direct expenses		8b					
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19		9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a OTHER INCOME	Business Code	900099	54,601.			54,601.
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			54,601.			
	12 Total revenue. See instructions			11,196,745.	10,994,317.	0.	54,601.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	102,075.	102,075.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	4,881,181.	4,519,635.	361,546.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	228,205.	199,527.	28,678.	
9 Other employee benefits	1,026,399.	957,492.	68,907.	
10 Payroll taxes	362,878.	336,036.	26,842.	
11 Fees for services (nonemployees):				
a Management	224,294.		224,294.	
b Legal	22,683.		22,683.	
c Accounting	57,080.		57,080.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch. O.)	573,374.	569,801.	3,573.	
12 Advertising and promotion	49,306.	42,219.	7,087.	
13 Office expenses	486,003.	385,264.	100,739.	
14 Information technology	123,695.	72,865.	50,830.	
15 Royalties				
16 Occupancy	377,047.	335,726.	41,321.	
17 Travel	7,708.	6,791.	917.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	3,929.	3,780.	149.	
20 Interest	336,960.	336,960.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,325,227.	1,325,227.		
23 Insurance	131,975.	7,364.	124,611.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a FOOD	507,366.	507,366.		
b REPAIRS AND MAINTENANCE	379,902.	370,596.	9,306.	
c OTHER TAXES AND LICENSE	32,637.	3,643.	28,994.	
d PUBLIC RELATIONS	26,536.	2,136.	24,400.	
e All other expenses	169,521.	120,067.	49,454.	
25 Total functional expenses. Add lines 1 through 24e	11,435,981.	10,204,570.	1,231,411.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing		1	0.
	2 Savings and temporary cash investments	7,097,222.	2	0.
	3 Pledges and grants receivable, net		3	0.
	4 Accounts receivable, net	989,998.	4	0.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	0.
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	0.
	7 Notes and loans receivable, net		7	0.
	8 Inventories for sale or use		8	0.
	9 Prepaid expenses and deferred charges	93,038.	9	0.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 0.		
	b Less: accumulated depreciation	10b 0.	29,669,219.	10c 0.
	11 Investments - publicly traded securities		11	0.
	12 Investments - other securities. See Part IV, line 11		12	0.
	13 Investments - program-related. See Part IV, line 11		13	0.
	14 Intangible assets		14	0.
	15 Other assets. See Part IV, line 11		15	0.
16 Total assets. Add lines 1 through 15 (must equal line 33)	37,849,477.	16	0.	
Liabilities	17 Accounts payable and accrued expenses	1,007,442.	17	0.
	18 Grants payable		18	
	19 Deferred revenue	36,973,128.	19	0.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	4,610,110.	25	0.
	26 Total liabilities. Add lines 17 through 25	42,590,680.	26	0.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	-4,741,203.	27	0.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	-4,741,203.	32	0.
	33 Total liabilities and net assets/fund balances	37,849,477.	33	0.

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Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☒

1	Total revenue (must equal Part VIII, column (A), line 12)	1	11,196,745.
2	Total expenses (must equal Part IX, column (A), line 25)	2	11,435,981.
3	Revenue less expenses. Subtract line 2 from line 1	3	-239,236.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	-4,741,203.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	4,980,439.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	0.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
17a 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		
b 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		

Schedule A (Form 990 or 990-EZ) 2020

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	237,613.	279,333.	279,013.	322,482.	147,827.	1266268.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf	24145161.	24222234.	25743818.	27225027.	11068951.	112405191
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	24382774.	24501567.	26022831.	27547509.	11216778.	113671459
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	237,613.	279,333.	279,013.	322,482.	147,827.	1266268.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0.
c Add lines 7a and 7b	237,613.	279,333.	279,013.	322,482.	147,827.	1266268.
8 Public support. (Subtract line 7c from line 6.)						112405191

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	24382774.	24501567.	26022831.	27547509.	11216778.	113671459
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	51,536.	31,259.	-34,323.	57,218.	54,601.	160,291.
13 Total support. (Add lines 9, 10c, 11, and 12.)	24434310.	24532826.	25988508.	27604727.	11271379.	113831750

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	98.75 %
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	99.01 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	.00 %
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☒

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described in line 11a above?		
11b		
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		Yes	No
2a			
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2020

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5	
6 Other distributions (<i>describe in Part VI</i>). See instructions.	6	
7 Total annual distributions. Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8	
9 Distributable amount for 2020 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

Schedule A (Form 990 or 990-EZ) 2020

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

SCHEDULE A, PART III, LINE 12, EXPLANATION FOR OTHER INCOME:**OTHER INCOME**

2016 AMOUNT: \$ 51,536.

2017 AMOUNT: \$ 31,259.

2018 AMOUNT: \$ -34,323.

2019 AMOUNT: \$ 57,218.

2020 AMOUNT: \$ 54,601.

SCHEDULE A, PART III, LINE 13, EXPLANATION FOR SHORT YEAR:

ROSS VALLEY HOMES, INC. IS REPORTING A SHORT YEAR, FINAL TAX RETURN FOR
THE 2020 TAX YEAR. THE ENTITY MERGED WITH SEQUOIA LIVING, INC. (EIN:
94-1437728) ON MAY 31, 2020 AND TRANSFERRED ALL OF ITS ASSETS AND
LIABILITIES TO THAT ENTITY ACCORDINGLY.

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number

94-1635654

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

Employer identification number

ROSS VALLEY HOMES, INC.

94-1635654

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	SENIOR SERVICES FOR NORTHERN CA 1525 POST STREET SAN FRANCISCO, CA 94109	\$ 135,227.	Person <input checked="checked" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

ROSS VALLEY HOMES, INC.**94-1635654****Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ▶ \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Compensation Information

- For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number

94-1635654

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

a Receive a severance payment or change-of-control payment?

b Participate in or receive payment from a supplemental nonqualified retirement plan?

c Participate in or receive payment from an equity-based compensation arrangement?

If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

a The organization?

b Any related organization?

If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

a The organization?

b Any related organization?

If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b		
2		
4a	X	
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2020

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) SARA MCVEY	(i)	0.	0.	0.	0.	0.	0.	0.
CEO	(ii)	463,510.	0.	1,140.	2,932.	9,689.	477,271.	0.
(2) NAN BOYD	(i)	0.	0.	0.	0.	0.	0.	0.
CFO (THRU 8/20)	(ii)	214,904.	0.	100,364.	5,763.	15,056.	336,087.	0.
(3) DAVID LATINA	(i)	0.	0.	0.	0.	0.	0.	0.
VP OF BUSINESS DEVELOPMENT	(ii)	247,867.	22,378.	4,455.	6,625.	24,134.	305,459.	0.
(4) MARTHA ATWOOD	(i)	0.	0.	0.	0.	0.	0.	0.
VP OF HR & COMPLIANCE	(ii)	235,480.	499.	6,193.	6,169.	34,480.	282,821.	0.
(5) STEVEN HIEGER	(i)	0.	0.	0.	0.	0.	0.	0.
VP OF INFORMATION SYSTEMS	(ii)	212,823.	0.	11,366.	5,885.	20,216.	250,290.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

PART I, LINE 3:

ROSS VALLEY HOMES DOES NOT COMPENSATE ANY DIRECTOR, OFFICER, OR EMPLOYEE.

COMPENSATION IS PROVIDED BY A RELATED ORGANIZATION. IN DETERMINING THE

COMPENSATION OF THE CEO, THE RELATED ORGANIZATION USES SEVERAL METHODS

INCLUDING REVIEW BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS,

INDEPENDENT CONSULTANT, COMPENSATION SURVEY OR STUDY, AND APPROVAL BY THE

BOARD.

PART I, LINE 4A:

NAN BOYD RECEIVED A SEVERANCE PAYMENT DURING THE YEAR OF \$92,837.

SCHEDULE N
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Liquidation, Termination, Dissolution, or Significant Disposition of Assets

- ▶ Complete if the organization answered "Yes" on Form 990, Part IV, lines 31 or 32, or Form 990-EZ, line 36.
- ▶ Attach certified copies of any articles of dissolution, resolutions, or plans.
- ▶ Attach to Form 990 or 990-EZ.
- ▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number
94-1635654

Part I **Liquidation, Termination, or Dissolution.** Complete this part if the organization answered "Yes" on Form 990, Part IV, line 31, or Form 990-EZ, line 36. Part I can be duplicated if additional space is needed.

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity
	NET ASSET TRANSFER OF RVH INTERESTS TO SEQUOIA LIVING, INC.	05/31/20	-4,980,439.	END OF YEAR VALUE	94-1437728	SEQUOIA LIVING, INC. 1525 POST STREET SAN FRANCISCO, CA 94109	501(C)(3)

2 Did or will any officer, director, trustee, or key employee of the organization:

- a** Become a director or trustee of a successor or transferee organization?
- b** Become an employee of, or independent contractor for, a successor or transferee organization?
- c** Become a direct or indirect owner of a successor or transferee organization?
- d** Receive, or become entitled to, compensation or other similar payments as a result of the organization's liquidation, termination, or dissolution?
- e** If the organization answered "Yes" to any of the questions on lines 2a through 2d, provide the name of the person involved and explain in Part III. ▶ **SEE PART III**

	Yes	No
2a		X
2b	X	
2c		X
2d		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.

Schedule N (Form 990 or 990-EZ) 2020

LHA

032151 11-11-20

Part III **Supplemental Information.** Provide the information required by Part I, lines 2e and 6c, and Part II, line 2e.
Also complete this part to provide any additional information.

PART I, LINE 2E:

WESLEY BARD, RVH EXECUTIVE DIRECTOR IS STILL THE EXECUTIVE DIRECTOR AFTER
MERGER.

DRAFT

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number

94-1635654

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

OF LIFE OF OLDER PERSONS BY OFFERING HOUSING AND PROGRAMS.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

OPERATIONS, WHICH OFFER HOUSING AND PROGRAMS OF PHYSICAL, SOCIAL,
HEALTH, AND SPIRITUAL CARE.

FORM 990, PART VI, SECTION A, LINE 6:

SEQUOIA LIVING, INC., A CALIFORNIA NONPROFIT CORPORATION, IS THE SOLE
MEMBER OF ROSS VALLEY HOMES, INC.

FORM 990, PART VI, SECTION A, LINE 7A:

SEQUOIA LIVING, INC. HAS THE RIGHT TO APPOINT AND REMOVE A MAJORITY OF
DIRECTORS OF ROSS VALLEY HOMES, INC. BOARD.

FORM 990, PART VI, SECTION A, LINE 7B:

THE FOLLOWING ACTIONS OF ROSS VALLEY HOMES, INC. SHALL NOT BE IMPLEMENTED
WITHOUT THE APPROVAL OF THE CORPORATE MEMBER:

(A) MERGER, CONSOLIDATION OR DISSOLUTION OF THE CORPORATION;

(B) AMENDMENT OR RESTATEMENT OF THE ARTICLES OF INCORPORATION OR THE BYLAWS
OF THE CORPORATION;

(C) APPROVAL OF AGGREGATE OPERATING AND CAPITAL BUDGETS;

(D) AGGREGATE BORROWING FOR PERIODS OF ONE (1) YEAR OR LESS FOR ANY PURPOSE
IN EXCESS OF A DOLLAR AMOUNT TO BE ESTABLISHED BY THE MEMBER FROM TIME TO
TIME; AND AGGREGATE BORROWING FOR PERIODS OF MORE THAN ONE (1) YEAR FOR ANY

PURPOSE IN EXCESS OF A DOLLAR AMOUNT TO BE ESTABLISHED BY THE MEMBER FROM

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) 2020

032211 11-20-20

Name of the organization	Employer identification number
ROSS VALLEY HOMES, INC.	94-1635654

TIME TO TIME.

(E) PURCHASE, SALE, LEASE, DISPOSITION, HYPOTHECATION, EXCHANGE, GIFT, PLEDGE AND ENCUMBRANCE OF ANY ASSET, REAL OR PERSONAL, WITH A VALUE IN EXCESS OF A DOLLAR AMOUNT TO BE ESTABLISHED BY THE MEMBER FROM TIME TO TIME, NOT PREVIOUSLY INCLUDED IN THE CAPITAL BUDGET;

(F) APPOINTMENT OF THE INDEPENDENT AUDITOR AND CORPORATE COUNSEL;

(G) APPOINTMENT OF THE PRESIDENT AND CHIEF EXECUTIVE OFFICER;

(H) ADOPTION OF ORGANIZATIONAL STRATEGIC PLANS, CORPORATE OBJECTIVES AND PROGRAMS.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY MOSS ADAMS LLP, BASED ON THE INFORMATION PROVIDED BY THE ORGANIZATION'S STAFF. PRIOR TO FILING, THE FORM 990 IS DISTRIBUTED TO ALL MEMBERS OF THE BOARD OF DIRECTORS AND REVIEWED BY THE AUDIT & COMPLIANCE COMMITTEE OF THE BOARD OF DIRECTORS. ONCE THE FORM 990 IS APPROVED BY THE COMMITTEE, MOSS ADAMS LLP SIGNS AS PREPARER AND THE CHIEF FINANCIAL OFFICER SIGNS ON BEHALF OF THE ORGANIZATION.

FORM 990, PART VI, SECTION B, LINE 12C:

ROSS VALLEY HOMES, INC. ANNUALLY REVIEWS ANY CONFLICTS DISCLOSED BY ITS BOARD MEMBERS. ANY QUESTIONS THAT ARISE REGARDING POTENTIAL CONFLICTS ARE ADDRESSED IMMEDIATELY. BOARD MEMBERS WHO HAVE A CONFLICT OF INTEREST DO NOT VOTE ON ANY MATTER RELATED TO THE ISSUE FOR WHICH THEY HAVE THE CONFLICT.

FORM 990, PART VI, SECTION C, LINE 19:

GOVERNING DOCUMENTS, THE CONFLICT OF INTEREST POLICY, FINANCIAL STATEMENTS, AND THE FORM 990 ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST. THE FINANCIAL STATEMENTS AND FORM 990 ARE ALSO AVAILABLE THROUGH THE SEQUOIA

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number

94-1635654

LIVING, INC'S WEBSITE.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

TRANSFER OF NET ASSETS TO SEQUOIA LIVING, INC.

4,980,439.

DRAFT

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

► Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

► Attach to Form 990.

► Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization

ROSS VALLEY HOMES, INC.

Employer identification number

94-1635654

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
SENIOR SERVICES FOR NORTHERN CALIFORNIA - 94-6615829, 1525 POST STREET, SAN FRANCISCO, CA 94109	SUPPORT SEQUOIA LIVING	CALIFORNIA	501(C)(3)	LINE 12A, I	SEQUOIA LIVING, INC.	X	
SL COMMUNITY SERVICES - 45-2355370 1525 POST STREET SAN FRANCISCO, CA 94109	COMMUNITY SERVICE	CALIFORNIA	501(C)(3)	LINE 12A, I	SEQUOIA LIVING, INC.	X	
SAN FRANCISCO SENIOR CENTER - 94-1212136 890 BEACH STREET SAN FRANCISCO, CA 94109	COMMUNITY SERVICE	CALIFORNIA	501(C)(3)	LINE 7	SEQUOIA LIVING, INC.	X	
VIAMONTE SENIOR LIVING 1 INC. - 81-2951897 1525 POST STREET SAN FRANCISCO, CA 94109	ELDERLY CARE	CALIFORNIA	501(C)(3)	LINE 10	SEQUOIA LIVING, INC.	X	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2020

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
SL SENIOR VENTURES, LLC - 26-1847720 1525 POST STREET SAN FRANCISCO, CA 94109	PROPERTY MGMT	CA	N/A	C CORP	N/A	N/A	N/A	X	

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
o Sharing of paid employees with related organization(s)		X
p Reimbursement paid to related organization(s) for expenses	X	
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X
2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.		

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) SENIOR SERVICES FOR NORTHERN CALIFORNIA	C	135,227.	FMV
(2)			
(3)			
(4)			
(5)			
(6)			

Part VI Unrelated Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

[illegible]

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

DRAFT

A0842363
0349478 SVRV

FILED JTM
Secretary of State
State of California

MAY 19 2020

AGREEMENT AND PLAN OF MERGER

lpc

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 25th day of February, 2019 (the "Agreement Date"), by and between Sequoia Living, Inc., a California nonprofit public benefit corporation ("Sequoia Living"), and Ross Valley Homes, Inc., a California nonprofit public benefit corporation ("RVH"). Sequoia Living and RVH are sometimes referred to together herein as the "Parties."

RECITALS

A. Sequoia Living and RVH are organizations exempt from Federal income tax under Section 501(c)(3) of the Code.

B. Sequoia Living is the sole corporate member of RVH.

C. Sequoia Living and RVH embrace a common mission to provide housing, health care and services to older persons.

D. Sequoia Living and RVH wish to enter into a transaction with the principal objective of consolidating all programs currently operated by Sequoia Living and RVH and operational responsibility for such programs into one organization, with the expectation that the combined resources of the three organizations will better serve seniors.

E. The Parties desire to enter into this Agreement, subject to the terms and conditions of which: (1) RVH shall merge with and into Sequoia Living, with Sequoia Living as the surviving corporation (the "Resulting Corporation"), and (2) Sequoia Living, as the Resulting Corporation, shall continue to be exempt from federal income tax under Section 501(c)(3) of the Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the Parties agree as follows:

AGREEMENT

**ARTICLE 1.
MERGER**

1.1 **Merger Structure.** Upon the terms and subject to satisfaction or waiver of the conditions set forth in this Agreement, at the Effective Time RVH shall merge with and into Sequoia Living and the separate existence of RVH shall thereupon cease (the "Merger"). Sequoia Living shall continue as the surviving corporation of the Merger and, subject to Section 3.3 below, the "Resulting Corporation."

1.2 **Consummation of the Merger.** On or before a date to be specified by the Parties no later than the second (2d) Business Day after the satisfaction or waiver of the conditions set forth in Article 4 (the "Closing Date"), and subject to the additional terms and conditions set forth herein, the Parties shall cause the Merger to be consummated (the "Closing") as soon as practicable following execution of this Agreement by exchange of documents via overnight delivery,

facsimile, or electronic transmission or at such physical location as is mutually agreeable to the Parties, by causing the Agreement of Merger to be filed with the Secretary of State of California and taking all such further actions as may be required by law to make the Merger effective as of the Closing Date.

1.3 **Effect of Merger.** Subject to and in accordance with the laws of the State of California, the Merger shall become effective at the date and time the Agreement of Merger is filed with the Secretary of State of California (the "Effective Time"). At the Effective Time, the Resulting Corporation shall continue to be governed by the laws of the State of California, and the separate corporate existence of the Resulting Corporation and all of its rights and privileges, and all its duties and liabilities, shall continue unaffected by the Merger.

1.4 **Defined Terms.** All terms used in this Agreement with initial upper-case letters which are not defined within the text of the Agreement itself are defined in Section 7.23.

1.5 **Memberships.** The Memberships of Sequoia Living and RVH are being cancelled without consideration.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties of RVH.** RVH represents and warrants to Sequoia Living that, except as indicated to the Best Knowledge of RVH, the following matters in this Section 2.1 are true, accurate and complete as of the Agreement Date and as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 2.1). Sequoia Living currently operates the Assets owned by RVH, the continuing care retirement community known as The Tamalpais.

2.1.1 **Organization.** RVH is a nonprofit public benefit corporation, duly incorporated, validly existing and in good standing under the laws of the State of California. RVH is duly qualified to do business and is in good standing in every jurisdiction in which the failure to so qualify would have a Material Adverse Effect on the assets, liabilities or condition (financial or otherwise) of RVH. RVH has furnished to Sequoia Living complete and accurate copies of its Articles of Incorporation and Bylaws, each as amended to date and presently in effect (the "RVH Organizational Documents"). RVH is not currently in default under, or in violation of, any provisions of the RVH Organizational Documents.

2.1.2 **Tax-Exempt Status.** RVH has been recognized by the Internal Revenue Service as exempt from federal income tax under Section 501(a) of the Code as an organization described in Code Section 501(c)(3). At all times since the date of its determination letter, RVH has operated in a manner, which, to the Best Knowledge of RVH, is consistent with its tax-exempt status, and has not made any substantial changes to its organization or operations reasonably likely to adversely affect its tax-exempt status. There is no action, proceeding or investigation pending or threatened or, to the Best Knowledge of RVH, is there any basis therefor by the Internal Revenue Service or the State of California which, if adversely determined, might result in a modification of the status of RVH as an organization which is exempt from federal income tax under Code Section 501(a) as an organization described in Code Section 501(c)(3).

2.1.3 Power and Authority. RVH has full corporate power and authority and contractual right and authority to enter into this Agreement, and has taken all corporate action necessary to authorize the execution and delivery of this Agreement, and the performance of the obligations of RVH hereunder. This Agreement has been duly executed by an authorized officer of RVH, and constitutes the legal, valid and binding obligation of RVH in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting the rights and remedies of creditors generally and to general equitable principles (regardless of whether at law or in equity). The execution, delivery and performance of this Agreement and the agreements, documents and instruments relating hereto by RVH have been approved by the Board of Directors of RVH, and no further corporate action is required.

2.1.4 Title to and Condition of Assets. RVH has good and marketable title to all of its Assets, and its Assets are not encumbered by any Liens, whether accrued, absolute, contingent, or otherwise, and whether due or to become due, except for those that may be associated with currently uncompleted construction projects. To the Best Knowledge of RVH, RVH has not interfered with, infringed upon, misappropriated or otherwise come into conflict with any rights of third parties in and to any intangible Asset, and has never received any charge, complaint, claim or notice alleging any such interference, infringement, misappropriation or violation.

2.1.5 Liabilities. Except as reflected by or reserved for in the RVH Financial Statements, RVH does not have any obligation or liability of a nature required to be disclosed on a balance sheet in accordance with GAAP, whether absolute or contingent, liquidated or unliquidated, due or to become due and regardless of when or by whom asserted.

2.1.6 Compliance with Laws. RVH has complied in good faith with, and is not in any known violation of, any applicable Laws. RVH has made all material filings with Governmental Authorities and has obtained all material permits, licenses, consents or other authorizations required for the conduct of the RVH business as it is presently conducted. RVH is not subject to nor has received any request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim from any Governmental Authority. RVH's operation of the RVH business as presently conducted does not violate or fail to comply in any material respect with any material legal requirements, and RVH has not received any written notice alleging such violation or non-compliance.

2.1.7 Litigation. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or, to the Best Knowledge of RVH, threatened, against or affecting RVH, its Assets or this Agreement. RVH is not in default in relation to its Assets with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality. There are no actions, suits, proceedings or investigations by RVH pending, or which RVH intends or reasonably expects to initiate, against any other Person.

2.1.8 No Violation. The consummation of the Merger will not result in or constitute any of the following: (a) violate any law, rule, regulation, judgment, order, decree, mortgage, agreement, indenture, instrument or arrangement applicable to RVH, (b) violate the RVH Organizational Documents, (c) a default, breach or violation, or an event that, with notice or

lapse of time or both, would be a default, breach, or violation of any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which RVH is a party; or (d) the creation or imposition of any Lien on any of the RVH Assets.

2.1.9 Consents and Approvals. RVH acknowledges and will cooperate with the Parties in filing with or obtaining consent from the California Department of Social Services, the California Attorney General, and the California Department of Public Health, and any other regulatory or other bodies required to be informed or approve the Merger.

2.1.10 Material Contracts. Sequoia Living is aware of all of RVH's Material Contracts as the operator and manager of RVH's Assets. Sequoia Living has accurate and complete copies of all written RVH Material Contracts. To the Best Knowledge of RVH, each RVH Material Contract is valid, binding and in full force and effect in accordance with its terms. RVH is not, nor, to RVH's Best Knowledge, is any other party to a RVH Material Contract in material breach or default under any RVH Material Contract (with or without the lapse of time, or the giving of notice, or both). RVH has not received any written notice of cancellation with respect to any RVH Material Contract or been advised that the other party thereto intends to cancel any RVH Material Contract; there are no known outstanding disputes under any RVH Material Contract; each RVH Material Contract with an unrelated third party was entered into on an arms'-length basis in the Ordinary Course of Business; and there are no obligations that have accrued to refund all or any portion of any fees that have been paid to RVH under any RVH Material Contract.

2.1.11 Conduct Out of the Ordinary Course. Prior to the Agreement Date, RVH conducted its activities in the normal and ordinary course of business. RVH does not have any notice or knowledge of any event, fact or circumstance not previously disclosed to Sequoia Living relating to its officers, directors, staff, assets, programs, operations or funding sources that could have a Material Adverse Effect on RVH's Assets, the Resulting Corporation's programs or the operation by the Resulting Corporation of RVH programs following the Closing Date.

2.1.12 Financial Statements. RVH's financial statements are included in Sequoia Living financial statements. The RVH financial statements (1) are in accordance with the books and records of RVH; (2) to the Best Knowledge of RVH, are true, correct, and complete; (3) to the Best Knowledge of RVH, fairly present RVH's financial position, income, expenses, assets, liabilities, and the results of operations as of the dates and for the periods indicated; and (4) were prepared in accordance with GAAP, applied on a basis consistent with prior accounting periods.

2.1.13 Tax Returns. RVH has filed with the appropriate governmental agencies all federal, state, local or foreign tax returns and reports required to be filed by it ("Returns"), has paid in full or made adequate provision for the payment of, all taxes of every nature, including, but not limited to, income, sales, franchise and withholding taxes ("Taxes"), together with interest, penalties, assessments and deficiencies owed by it (whether or not shown on any Returns). To the Best Knowledge of RVH, all such Returns were correct and complete in all respects. RVH is not currently the beneficiary of any extension of time within which to file any Returns. There are no filed or other known Tax Liens upon any property or assets of RVH. RVH has not waived any statute of limitations in respect of Taxes, or executed or filed with any Governmental Authority

any agreement extending the period for the assessment or collection of any Taxes, and it is not a party to any pending or threatened action or proceeding by any Governmental Authority for the assessment or collection of Taxes. There has been no examination or audit with respect to Taxes with respect to any year. RVH has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party.

2.1.14 Intellectual Property. To the Best Knowledge of RVH, RVH owns or has the right to use pursuant to license, sublicense, agreement, or permission all intellectual property necessary for the operation of the business of RVH as currently conducted and as proposed to be conducted (the "RVH IP"). To the Best Knowledge of RVH, each item of RVH IP will be owned or available for use by the Resulting Corporation on identical terms and conditions subsequent to the Closing. RVH has taken all action which it believes reasonably necessary to maintain and protect each item of RVH IP. RVH has not given or received any charge, complaint, claim, demand or notice, written or otherwise, of any infringement or allegations of infringement or misappropriation of the rights of others with respect to any of the RVH IP and, to the Best Knowledge of RVH, no Person is infringing on or violating the RVH IP. To the Best Knowledge of RVH, none of the RVH IP, and no services or products sold or licensed by RVH, infringe upon any intellectual property rights of any third party. To the Best Knowledge of RVH, RVH is not in default or in violation with respect to any of the RVH IP or the terms or conditions by which the RVH IP was acquired, developed or obtained. RVH has not entered into and is not a party to any Material Contract which restricts or impairs the use of any of the RVH IP.

2.1.15 Insurance. RVH Insurance Policies are carried by RVH in amounts adequate for the risks associated with RVH's business. With respect to each such RVH Insurance Policy: (a) the Insurance Policy is legal, valid, binding, enforceable, and in full force and effect; (b) neither RVH nor any other party to the Insurance Policy is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration under the policy; (c) no party to the Insurance Policy has repudiated any provision thereof; (d) no claims have been paid which would impair the aggregate coverage appearing on the face of each such Insurance Policy; and, (e) there are no claims pending as to which Insurance Policy coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

2.1.16 Completeness of Representations. None of the representations and warranties made by RVH in this Agreement contain or will contain any untrue statement of a material fact, or omit any material fact, the omission of which would be misleading.

2.1.17 Survival of Representations. All representations and warranties of RVH in this Agreement shall survive the Closing Date for a period of twelve (12) months, provided that: (a) any claim arising under the representations and warranties contained in Section 2.1.13 shall survive the Closing until the expiration of the applicable statute of limitations period, and (b) any claim resulting from or arising out of fraud or intentional misrepresentation shall survive the Closing indefinitely.

2.2 Representations and Warranties of Sequoia Living. Sequoia Living represents and warrants to RVH that, except as indicated to the Best Knowledge of Sequoia Living, the following matters in this Section 2.2 are true, accurate and complete as of the Agreement Date and as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 2.2). Sequoia Living currently operates the Assets owned by RVH, the continuing care retirement community known as The Tamalpais. As the operator and manager of the communities, Sequoia Living acknowledges that it is fully informed and aware of all matters relating to RVH.

2.2.1 Organization. Sequoia Living is a nonprofit public benefit corporation, duly incorporated, validly existing and in good standing under the laws of the State of California. Sequoia Living is duly qualified to do business and is in good standing in every jurisdiction in which the failure to so qualify would have a Material Adverse Effect on the assets, liabilities or condition (financial or otherwise) of Sequoia Living. Sequoia Living has furnished to RVH complete and accurate copies of its Articles of Incorporation and Bylaws, each as amended to date and presently in effect (the "Sequoia Living Organizational Documents"). Sequoia Living is not currently in default under, or in violation of, any provisions of the Sequoia Living Organizational Documents.

2.2.2 Tax-Exempt Status. Sequoia Living has been recognized by the Internal Revenue Service as exempt from federal income tax under Section 501(a) of the Code as an organization described in Code Section 501(c)(3). At all times since the date of its determination letter, Sequoia Living has operated in a manner, which, to the Best Knowledge of Sequoia Living, is consistent with its tax-exempt status, and has not made any substantial changes to its organization or operations reasonably likely to adversely affect its tax-exempt status. There is no action, proceeding or investigation pending or threatened or, to the Best Knowledge of Sequoia Living, is there any basis therefor by the Internal Revenue Service or the State of California which, if adversely determined, might result in a modification of the status of Sequoia Living as an organization which is exempt from federal income tax under Code Section 501(a) as an organization described in Code Section 501(c)(3).

2.2.3 Power and Authority. Sequoia Living has full corporate power and authority and contractual right and authority to enter into this Agreement, and has taken all corporate action necessary to authorize the execution and delivery of this Agreement, and the performance of the obligations of Sequoia Living hereunder. This Agreement has been duly executed by an authorized officer of Sequoia Living, and constitutes the legal, valid and binding obligation of Sequoia Living in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting the rights and remedies of creditors generally and to general equitable principles (regardless of whether at law or in equity). The execution, delivery and performance of this Agreement and the agreements, documents and instruments relating hereto by Sequoia Living have been approved by the Board of Directors of Sequoia Living and no further corporate action is required.

2.2.4 Title to and Condition of Assets. Sequoia Living has good and marketable title to all of its Assets, and its Assets are not encumbered by any Liens, whether accrued, absolute, contingent, or otherwise, and whether due or to become due. To the Best Knowledge of Sequoia Living, Sequoia Living has not interfered with, infringed upon,

misappropriated or otherwise come into conflict with any rights of third parties in and to any intangible Asset, and has never received any charge, complaint, claim or notice alleging any such interference, infringement, misappropriation or violation.

2.2.5 Liabilities. Except as reflected by or reserved for in the Sequoia Living Financial Statements, Sequoia Living does not have any obligation or liability of a nature required to be disclosed on a balance sheet in accordance with GAAP, whether absolute or contingent, liquidated or unliquidated, due or to become due and regardless of when or by whom asserted.

2.2.6 Compliance with Laws. Sequoia Living has complied in good faith with, and is not in any known violation of, any applicable Laws. Sequoia Living has made all material filings with Governmental Authorities and has obtained all material permits, licenses, consents or other authorizations required for the conduct of the Sequoia Living business as it is presently conducted. Sequoia Living is not subject to nor has received any request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim from any Governmental Authority. Sequoia Living's operation of the Sequoia Living business as presently conducted does not violate or fail to comply in any material respect with any material legal requirements, and Sequoia Living has not received any written notice alleging such violation or non-compliance.

2.2.7 Litigation. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or, to the Best Knowledge of Sequoia Living, threatened against or affecting Sequoia Living, its Assets or this Agreement. Sequoia Living is not in default in relation to its Assets with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality. There are no actions, suits, proceedings or investigations by Sequoia Living pending, or which Sequoia Living intends or reasonably expects to initiate, against any other Person.

2.2.8 No Violation. The consummation of the Merger will not result in or constitute any of the following: (a) violate any law, rule, regulation, judgment, order, decree, mortgage, agreement, indenture, instrument or arrangement applicable to Sequoia Living, (b) violate the Sequoia Living Organizational Documents, (c) a default, breach or violation, or an event that, with notice or lapse of time or both, would be a default, breach, or violation of any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which Sequoia Living is a party; or (d) the creation or imposition of any Lien on any of the Sequoia Living Assets.

2.2.9 Consents and Approvals. Sequoia Living acknowledges and will cooperate with the Parties in filing with or obtaining consent from the California Department of Social Services, the California Attorney General, and the California Department of Public Health, and any other regulatory or other bodies required to be informed or approve the Merger.

2.2.10 Material Contracts. Sequoia Living has delivered accurate and complete copies of all written Sequoia Living Material Contracts to RVH. To the Best Knowledge of Sequoia Living, each Sequoia Living Material Contract is valid, binding and in full force and effect in accordance with its terms. Sequoia Living is not, nor, to Sequoia Living's Best Knowledge, is any other party to an Sequoia Living Material Contract in material breach or default under any

Sequoia Living Material Contract (with or without the lapse of time, or the giving of notice, or both). Sequoia Living has not received any written notice of cancellation with respect to any Sequoia Living Material Contract or been advised that the other party thereto intends to cancel any Sequoia Living Material Contract; there are no known outstanding disputes under any Sequoia Living Material Contract; each Sequoia Living Material Contract with an unrelated third party was entered into on an arms'-length basis in the Ordinary Course of Business; and there are no obligations that have accrued to refund all or any portion of any fees that have been paid to Sequoia Living under any Sequoia Living Material Contract.

2.2.11 Conduct Out of the Ordinary Course. Prior to the Agreement Date, Sequoia Living conducted its activities in the normal and ordinary course of business. Sequoia Living does not have any notice or knowledge of any event, fact or circumstance not previously disclosed to RVH relating to its officers, directors, staff, assets, programs, operations or funding sources that could have a Material Adverse Effect on Sequoia Living's Assets, the Resulting Corporation's programs or the operation by the Resulting Corporation of Sequoia Living programs following the Closing Date.

2.2.12 Financial Statements. Sequoia Living has delivered to RVH the audited statements of financial condition of Sequoia Living and Affiliates (including RVH) as of December 31, 2016, together with the related statements of operations and cash flows of Sequoia Living for such year, and the unaudited balance sheet of Sequoia Living and Affiliates as of September 30, 2017, and unaudited statements of income and cash flows for the three-month period then ended (collectively, the "Sequoia Living Financial Statements"). The Sequoia Living Financial Statements (1) are in accordance with the books and records of Sequoia Living; (2) to the Best Knowledge of Sequoia Living, are true, correct, and complete; (3) to the Best Knowledge of Sequoia Living, fairly present Sequoia Living's financial position, income, expenses, assets, liabilities, and the results of operations as of the dates and for the periods indicated; and (4) were prepared in accordance with GAAP, applied on a basis consistent with prior accounting periods.

2.2.13 Tax Returns. Sequoia Living has filed with the appropriate governmental agencies all Returns, has paid in full or made adequate provision for the payment of, all Taxes, together with interest, penalties, assessments and deficiencies owed by it (whether or not shown on any Returns). To the Best Knowledge of Sequoia Living, all such Returns were correct and complete in all respects. Sequoia Living is not currently the beneficiary of any extension of time within which to file any Returns. There are no filed or other known Tax Liens upon any property or assets of Sequoia Living. Sequoia Living has not waived any statute of limitations in respect of Taxes, or executed or filed with any Governmental Authority any agreement extending the period for the assessment or collection of any Taxes, and it is not a party to any pending or threatened action or proceeding by any Governmental Authority for the assessment or collection of Taxes. There has been no examination or audit with respect to Taxes with respect to any year. Sequoia Living has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party.

2.2.14 Employment and Independent Contractor Matters. No executive, key employee, or group of employees has disclosed any plans to terminate employment with Sequoia Living. Sequoia Living is not a party to any agreement with any employee, officer or director that provides for payments or acceleration of benefits upon a change of control of Sequoia Living.

Sequoia Living is not a party to any agreement with any employee which is not terminable at will without severance payment to the employee. Sequoia Living has no accrued liabilities or payment obligations with respect to any sales representative, sales agency or marketing representative agreements. Sequoia Living is not (i) delinquent in payments to any of its employees, consultants or independent contractors for any wages, salaries, commissions, bonuses or other compensation for any services performed by them or amounts required to be reimbursed to such employees or consultants or any Taxes or any penalty for failure to comply with any of the foregoing, (ii) liable for any payment to any trust or other fund or to any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the Ordinary Course of Business), or (iii) involved in or, to the Best Knowledge of Sequoia Living, threatened with, any dispute, grievance, or litigation involving any employee, consultant or independent contractor relating to any claims, including those regarding recharacterization of such employee, consultant or independent contractor.

2.2.15 Employee Plans. The employees of RVH are covered by the Sequoia Living Employee Plans in effect. Sequoia Living has not established any oral or written Employee Plan for the directors, officers, or employees of Sequoia Living. Sequoia Living has made available to RVH current, accurate and complete copies of each Sequoia Living Employee Plan that has been reduced to writing and all amendments thereto. All of the Sequoia Living Employee Plans have been reduced to writing, including all amendments thereto. Each Sequoia Living Employee Plan has been administered in all material respects in accordance with the terms of such Sequoia Living Employee Plan and the provisions of any and all statutes, orders or governmental rules or regulations, including without limitation ERISA and the Code. There is no pending or, to the Best Knowledge of Sequoia Living, threatened action relating to the Sequoia Living Employee Plans, with respect to the administration or operation of such Sequoia Living Employee Plan, other than routine claims for benefits, and, to the Best Knowledge of Sequoia Living, there are no facts or circumstances which would reasonably be expected to form the basis for any such action. No Sequoia Living Employee Plan is or has been subject to Title IV of ERISA.

2.2.16 Neither Sequoia Living nor any ERISA Affiliate (as such term is defined in ERISA) has ever maintained, sponsored, contributed to, been required to contribute to, or incurred any liability under any (i) multi-employer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA, (ii) multiple employer plan as defined in Section 413(c) of the Code, or any plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063(a) of ERISA, (iii) welfare benefit fund within the meaning of Section 419(e) of the Code, or (iv) voluntary employees' beneficiary association, within the meaning of Section 401(c)(9) of the Code.

2.2.17 Intellectual Property. To the Best Knowledge of Sequoia Living, Sequoia Living owns or has the right to use pursuant to license, sublicense, agreement, or permission all intellectual property necessary for the operation of the business of Sequoia Living as currently conducted and as proposed to be conducted (the "Sequoia Living IP"). To the Best Knowledge of Sequoia Living, each item of Sequoia Living IP will be owned or available for use by the Resulting Corporation on identical terms and conditions subsequent to the Closing. Sequoia Living has taken all action which it believes reasonably necessary to maintain and protect each item of Sequoia Living IP. Sequoia Living has not given or received any charge, complaint, claim, demand or

notice, written or otherwise, of any infringement or allegations of infringement or misappropriation of the rights of others with respect to any of the Sequoia Living IP and, to the Best Knowledge of Sequoia Living, no Person is infringing on or violating the Sequoia Living IP. To the Best Knowledge of Sequoia Living, none of the Sequoia Living IP, and no services or products sold or licensed by Sequoia Living, infringe upon any intellectual property rights of any third party. To the Best Knowledge of Sequoia Living, Sequoia Living is not in default or in violation with respect to any of the Sequoia Living IP or the terms or conditions by which the Sequoia Living IP was acquired, developed or obtained. Sequoia Living has not entered into and is not a party to any Contract which restricts or impairs the use of any of the Sequoia Living IP.

2.2.18 Insurance. The Sequoia Living Insurance Policies are carried by Sequoia Living in amounts adequate for the risks associated with Sequoia Living's business. With respect to each such Sequoia Living Insurance Policy: (a) the Insurance Policy is legal, valid, binding, enforceable, and in full force and effect; (b) neither Sequoia Living nor any other party to the Insurance Policy is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration under the policy; (c) no party to the Insurance Policy has repudiated any provision thereof; (d) no claims have been paid which would impair the aggregate coverage appearing on the face of each such Insurance Policy; and, (e) there are no claims pending as to which Insurance Policy coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

2.2.19 Completeness of Representations. None of the representations and warranties made by Sequoia Living in this Agreement contain or will contain any untrue statement of a material fact, or omit any material fact, the omission of which would be misleading.

2.2.20 Survival of Representations. All representations and warranties of Sequoia Living in this Agreement shall survive the Closing Date for a period of twelve (12) months, provided that: (a) any claim arising under the representations and warranties contained in Section 2.2.13 shall survive the Closing until the expiration of the applicable statute of limitations period, and (b) any claim resulting from or arising out of fraud or intentional misrepresentation shall survive the Closing indefinitely.

ARTICLE 3. **COVENANTS**

3.1 Obligations Before Closing by the Parties. Each Party covenants that from the Agreement Date until the Closing Date:

3.1.1 Access to Information. Upon reasonable notice, each Party will permit each other Party and its counsel, accountants, and other representatives to have full access during normal business hours to all books, accounts, records, premises, personnel, contracts and documents of or pertaining to the Party. Each Party shall afford each other Party and its agents and representatives reasonable access to all information concerning the assets, liabilities, business plans, financial condition, litigation and material contracts of such Party for the purpose of making such due diligence investigation as deemed necessary by the requesting Party. Each Party shall

provide information requested by each other Party as soon as practicable after the request. Each Party will treat and hold as such any Confidential Information it receives from the other Party in the course of the reviews contemplated by this Section 3.1.1, will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, agrees to return to the disclosing Party all tangible embodiments (and all copies) thereof which are in its possession. If any receiving Party is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such receiving Party will notify the disclosing Party promptly of the request or requirement so that the disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Section 3.1.1.

3.1.2 Conduct of Business in Normal Course. Each Party shall operate substantially in the same manner as previous to the Agreement Date, and shall not enter into any agreements other than in the Ordinary Course of Business or make or institute any unusual or novel method of management, accounting or operation that will vary materially from those methods used by either Party as of the Agreement Date. Each Party shall keep all existing licenses, permits and governmental authorizations, if any, in full force and effect.

3.1.3 Maintenance of Assets. Each Party shall protect, preserve and maintain all of its Assets in a condition substantially equivalent to that which exists on the Agreement Date, normal wear and tear excepted.

3.1.4 Maintenance of Insurance. Until the Closing Date, each Party shall continue to carry all Insurance Policies in effect on the Agreement Date.

3.1.5 Notice of Inaccuracies. Each Party shall give prompt notice to the other Party of the known occurrence or non-occurrence of any event, or the discovery of any information, either of which would be likely to cause any representation or warranty contained in this Agreement, the Financial Statements or the attached exhibits to be untrue or inaccurate, at any time on or before the Closing Date.

3.2 Directors and Alternate Directors. On or before the Closing Date, the Parties shall mutually agree upon the directors and alternate directors to be proposed for designation or election, as the case may be, by the Resulting Corporation.

ARTICLE 4. **CONDITIONS TO CLOSING**

4.1 Conditions to Each Party's Obligation. Each Party's obligation to close the Merger is expressly conditioned on each of the following:

4.1.1 Consents. This Agreement and the Merger shall have been approved by the Sequoia Living and RVH Boards of Directors.

4.1.2 Representations and Warranties. The representations and warranties of each of the Parties set forth in Section 2 shall be true and correct both when made and at and as of

the Closing Date, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date).

4.1.3 Performance of Obligations. Each Party shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

4.1.4 No Material Adverse Effect. Since the date hereof, there shall not have been any change, event, occurrence or development that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect on another Party.

4.1.5 Pending Actions. There shall be no pending or threatened litigation or governmental or regulatory actions seeking to restrain, prevent, rescind or change the terms of this Agreement or the transactions described herein, or to obtain damages in connection with this Agreement or with respect to regulatory requirements applicable to another Party.

4.1.6 Approvals and Notifications. All required approvals in connection with the transaction contemplated hereby shall have been obtained, and all notifications regarding the transaction shall have been sent.

4.1.7 Actions. All actions to be taken by each Party in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transaction contemplated hereby will be reasonably satisfactory in form and substance to the other Party.

ARTICLE 5.

CLOSING DELIVERIES

5.1 Deliveries by RVH. At or prior to the Closing RVH shall deliver to Sequoia Living the following:

5.1.1 Closing Certificates of RVH, signed by a corporate officer in a form reasonably satisfactory to Sequoia Living, setting forth the following:

(a) that each of the conditions specified above in Section 4.1.2 through 4.1.6 is satisfied in all respects;

(b) the resolution of the Board of Directors of RVH approving the Merger, the execution of this Agreement, and all agreements, documents and instruments to be executed in connection herewith and the taking of all actions necessary or advisable to consummate the transactions contemplated herein; and

5.1.2 Such other items as may be required to be delivered by RVH under this Agreement.

5.2 Deliveries by Sequoia Living. At or prior to the Closing, Sequoia Living shall deliver to RVH the following:

5.2.1 A Closing Certificate of Sequoia Living signed by Sequoia Living's officer, in a form reasonably satisfactory to RVH, setting forth the following:

(a) that each of the conditions specified above in Section 4.1.2 through 4.1.6 is satisfied in all respects;

(b) the resolution of the Sequoia Living Board of Directors approving the Merger, and all agreements, documents and instruments to be executed in connection herewith and the taking of all actions necessary or advisable to consummate the transactions contemplated herein;

5.2.2 Such other items as may be required to be delivered by Sequoia Living under this Agreement.

5.3 **Waiver and Satisfaction of Conditions.** If any condition described in Section 4.1 is not met, the Party having the benefit of such condition shall have the option to (i) waive its objections to such condition; or (ii) enter into a separate written agreement between the Parties addressing resolution of any unsatisfied condition and proceed with the Closing with RVH, or either of them.

ARTICLE 6. TERMINATION

6.1 **Termination.** This Agreement may be terminated at any time prior to the Closing only if:

6.1.1 **Termination by Sequoia Living.** By Sequoia Living if there has been a material misrepresentation, material breach of warranty or material breach of a covenant by RVH in the representations and warranties or covenants set forth in this Agreement which, in the case of any breach of covenant hereunder, has not been cured within ten (10) days after written notification thereof by Sequoia Living.

6.1.2 **Termination by RVH.** By RVH if there has been a material misrepresentation, material breach of warranty or material breach of a covenant by Sequoia Living in the representations and warranties or covenants set forth in this Agreement which, in the case of any breach of covenant hereunder, has not been cured within ten (10) days after written notification thereof by RVH.

6.2 **Effect of Termination.** In the event of termination by any Party pursuant to Section 6.1, written notice thereof (describing in reasonable detail the basis therefor) shall be delivered to the other Parties pursuant to Section 7.17. In the event of termination of this Agreement by either any Party pursuant to Section 6.1, this Agreement shall forthwith have no further force or effect, except that nothing in this section shall be deemed to release any Party from any liability for any breach by such Party of the terms and provisions of this Agreement or to impair the right of any Party to compel specific performance by another Party of its obligations under this Agreement.

6.3 **Return of RVH Documents.** In the event this Agreement is terminated for any reason (other than the default of RVH), Sequoia Living shall, within 15 calendar days following

such termination, deliver to RVH all documents and materials, if any, previously delivered to Sequoia Living by RVH.

6.4 **Return of Sequoia Living Documents.** In the event this Agreement is terminated for any reason (other than the default of Sequoia Living) and RVH shall, within 15 calendar days following such termination, deliver to Sequoia Living all documents, if any, previously delivered by Sequoia Living to RVH.

ARTICLE 7. MISCELLANEOUS

7.1 **Expenses and Fees.** Each Party shall pay its own expenses incurred, including any legal fees or costs, in connection with the transactions described in this Agreement.

7.2 **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

7.3 **Modification.** This Agreement may be modified or rescinded only by a writing signed by the duly authorized agents of the Parties.

7.4 **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties.

7.5 **Agreement to Necessary Acts.** Each Party to this Agreement agrees to execute and deliver all documents and perform further acts that may be reasonably necessary to carry out the provisions of this Agreement.

7.6 **No Waiver.** No waiver of any right under this Agreement shall be deemed effective unless in writing and signed by the Party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future such right or of any other right arising under this Agreement.

7.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereto.

7.8 **Exhibits.** All attached exhibits to which reference is made herein are hereby incorporated by this reference.

7.9 **Construction.** When the context so requires and when used in this Agreement, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

7.10 **Headings.** Section headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

7.11 **Separability.** If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to

conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

7.12 **Counterparts; Electronic Execution and Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same document. This Agreement may be executed and delivered by facsimile transmission, by electronic mail in ".pdf," or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

7.13 **Interpretation.** This Agreement shall not be interpreted against a Party by virtue of such Party's participation in the drafting of the Agreement or any provisions herein.

7.14 **Time of the Essence.** Time shall be of the essence for all purposes under this Agreement.

7.15 **Survival.** The representations, warranties, obligations, covenants and agreements of the parties hereto shall in all events survive the Closing or earlier termination of this Agreement where same is necessary to effectuate the intention of the parties.

7.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of RVH and Sequoia Living and their respective representatives and assigns.

7.17 **Notices.** All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) if personally delivered, when so delivered; (b) if given by e-mail, once such notice or other communication is transmitted to the e-mail address specified below, provided that if such e-mail is sent after 5:00 p.m. local time at the location of the addressee, or is sent on a day other than a Business Day, such notice or communication shall be deemed given as of 9:00 a.m. local time at such location on the next succeeding Business Day; (c) when received or rejected by the addressee, if sent by certified mail, return receipt requested; or (d) if sent through a nationally-recognized overnight delivery service that guarantees next day delivery, the Business Day following its delivery to such service in time for next day delivery, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to any Party, to:
1525 Post Street
San Francisco, CA 94109

7.18 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in San Francisco, California, before a single, neutral arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7.19 **Remedies Cumulative.** All remedies provided in this Agreement are cumulative and non-exclusive, and shall be in addition to any and all other rights and remedies provided by law or in equity.

7.20 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to the conflict of laws principles thereof, as the same apply to agreements executed solely by residents of California and wholly to be performed within California.

7.21 **Press Releases and Public Announcements.** No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties.

7.22 **Attorneys' Fees.** If any action or arbitration is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party actual attorneys' fees and costs incurred in connection with such action, in addition to all other proper relief. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees shall survive any judgment and shall not be deemed merged into the judgment.

7.23 **Defined Terms.** For the purposes of this Agreement, the following words and expressions shall have the following meanings:

7.23.1 "Assets" means all right, title and interest in and to all properties, assets and rights of each respective Party to this Agreement of any kind, whether tangible or intangible, real or personal, including inventory, fixtures and equipment.

7.23.2 "Best Knowledge of RVH" means the knowledge of the employees or officers of RVH or members of its Board of Directors who would reasonably be expected to have such knowledge after due inquiry, or that such persons should have known based upon the facts available at the time of determination.

7.23.3 "Best Knowledge of Sequoia Living" means the knowledge of the employees or officers of Sequoia Living or members of its Board of Directors who would reasonably be expected to have such knowledge after due inquiry, or that such persons should have known based upon the facts available at the time of determination.

7.23.4 "Business Day" means any day other than a Saturday, Sunday or public holiday or a day on which banks are required or permitted to close under the laws of the State of California.

7.23.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

7.23.6 "Confidential Information" means any information concerning the businesses and affairs of RVH or Sequoia Living that is not already generally available to the public.

7.23.7 "Contracts" means any contracts, personal property leases, licenses and other agreements or commitments to which a Party is a party or is otherwise bound.

7.23.8 "Employee Plan" means any pension, retirement, disability, medical, dental or other death benefit plan, profit sharing, deferred compensation, bonus or other incentive plan, vacation benefit plan, severance plan or other employee benefit plan or arrangement, including, without limitation, any "pension plan" or "welfare plan" as defined by ERISA which has been established or operated by a Party or offered to any directors, officers or employees of a Party.

7.23.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

7.23.10 "GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

7.23.11 "Governmental Authority" means any foreign, domestic, federal, territorial, state or local Governmental Authority, quasi-Governmental Authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory body.

7.23.12 "Insurance Policies" all liability insurance policies covering a Party, its directors, officers and employees currently in effect as of the Agreement Date.

7.23.13 "Law" means any law, statute, code, ordinance, regulation, ruling, interpretation or other requirement of any Governmental Authority.

7.23.14 "Liens" means any charge, claim, equitable interest, community or other marital property interest, security interest, conditional sale agreement, mortgage, indenture, deed of trust, security agreement, pledge, hypothecation, option, restriction, encroachment, easement, servitude, right of first refusal, condition or other lien, encumbrance or defect of title of any kind or nature.

7.23.15 "Material Adverse Effect" means any effect or change, and any development or threatened development that could, or may be reasonable be expected to cause any effect or change, that would be materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of a Party, or on the ability of a Party to consummate timely the transactions contemplated hereby (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether the Party has knowledge of such effect or change on the date hereof).

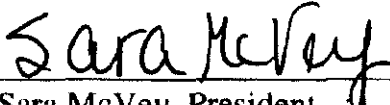
7.23.16 "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

7.23.17 "Person" means an individual, general partnership, limited partnership, limited liability company, corporation, trust, estate, real estate investment trust association or any other entity.

(Signature page follows)


IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger.

SEQUOIA LIVING, Inc., a California nonprofit public benefit corporation


Sara McVey, President


Martha Atwood, Secretary

ROSS VALLEY HOMES, Inc., a California nonprofit public benefit corporation


Sara McVey, President


Martha Atwood, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

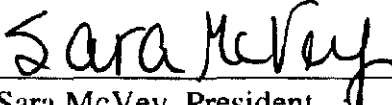
SEQUOIA LIVING, INC.

Sara McVey and Martha Atwood certify that:

1. They are the President and Secretary, respectively, of Sequoia Living, Inc., a California Nonprofit Public Benefit Corporation (the "Corporation").
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the required vote of the members of the corporation.
3. Sequoia Living, Inc. has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: May 18, 2020


Sara McVey, President


Martha Atwood, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

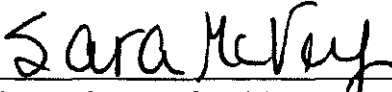
ROSS VALLEY HOMES, INC.

Sara McVey and Martha Atwood certify that:

1. They are the President and Secretary, respectively, of Ross Valley Homes, Inc., a California Nonprofit Public Benefit Corporation (the "Corporation").
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the required vote of the members of the corporation.
3. There is only one class of members and the total number of members of the corporation entitled to vote on the merger is one (1).
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: May 18, 2020



Sara McVey, President



Martha Atwood, Secretary

TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM 199

FOR THE YEAR ENDING

December 31, 2020

Prepared For:

Ross Valley Homes, Inc.
501 Via Casitas
Greenbrae, CA 94904

Prepared By:

Moss Adams LLP
101 Second Street Suite 900
San Francisco, CA 94105

To be Signed and Dated By:

Not applicable

Amount of Tax:

Total Tax	\$	0
Less: payments and credits	\$	0
Plus: other amount	\$	0
Plus: interest and penalties	\$	0
No payment is required	\$	

Overpayment:

Credited to your estimated tax	\$	0
Other amount	\$	0
Refunded to you	\$	0

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

This return has qualified for electronic filing. Please review the return for completeness and accuracy. We will then transmit your return electronically to the FTB. Do not mail the paper copy of the return to the FTB.

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM RRF-1

FOR THE YEAR ENDING

December 31, 2020

Prepared For:

Ross Valley Homes, Inc.
501 Via Casitas
Greenbrae, CA 94904

Prepared By:

Moss Adams LLP
101 Second Street Suite 900
San Francisco, CA 94105

Amount of Tax:

Balance due of \$225

Make Check Payable To:

Department of Justice

Mail Tax Return To:

Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470

Return Must Be Mailed On Or Before:

November 15, 2021

Special Instructions:

The report should be signed and dated by an authorized individual(s).

2020

California Exempt Organization Annual Information Return

199

Calendar Year 2020 or fiscal year beginning (mm/dd/yyyy)

, and ending (mm/dd/yyyy)

Corporation/Organization name

ROSS VALLEY HOMES, INC.

Additional information. See instructions.

California corporation number

0491630

FEIN

94-1635654

Street address (suite or room)

501 VIA CASITAS

City

GREENBRAE

State

CA

ZIP code

94904

Foreign country name

Foreign province/state/county

Foreign postal code

- A** First return ☐ Yes ☒ No
- B** Amended return ☐ Yes ☒ No
- C** IRC Section 4947(a)(1) trust ☐ Yes ☒ No
- D** Final information return?
- ☐ Dissolved ☐ Surrendered (Withdrawn) ☒ Merged/Reorganized
- Enter date: (mm/dd/yyyy) • 12/31/2020
- E** Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other
- F** Federal return filed? (1) • ☐ 990T (2) • ☐ 990PF (3) • ☐ Sch H (990) (4) ☒ Other 990 series
- G** Is this a group filing? See instructions ☐ Yes ☒ No
- H** Is this organization in a group exemption ☐ Yes ☒ No
- If "Yes," what is the parent's name?

- I** Did the organization have any changes to its guidelines not reported to the FTB? See instructions ☐ Yes ☒ No
- J** If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ☐ Yes ☒ No
- K** Is the organization exempt under R&TC Section 23701g? ☐ Yes ☒ No
- If "Yes," enter the gross receipts from nonmember sources \$
- L** Is the organization a limited liability company? ☐ Yes ☒ No
- M** Did the organization file Form 100 or Form 109 to report taxable income? ☐ Yes ☒ No
- N** Is the organization under audit by the IRS or has the IRS audited in a prior year? ☐ Yes ☒ No
- O** Is federal Form 1023/1024 pending? ☐ Yes ☒ No
- Date filed with IRS

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	11,048,918	00
	2	Gross dues and assessments from members and affiliates		00
	3	Gross contributions, gifts, grants, and similar amounts received STMT 1	147,827	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	11,196,745	00
	5	Cost of goods sold	5	00
	6	Cost or other basis, and sales expenses of assets sold	6	00
	7	Total costs. Add line 5 and line 6		00
	8	Total gross income. Subtract line 7 from line 4	11,196,745	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	11,435,981	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	-239,236	00
Filing Fee	11	Total payments		00
	12	Use tax. See General Information K		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12		00
	15	Penalties and Interest. See General Information J		00
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result		00
Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Signature of officer	Title CFO	Date	• Telephone 415-202-7800
Paid Preparer's Use Only	Preparer's signature	Date 11/12/21	Check if self-employed <input type="checkbox"/>	• PTIN P01294411
	Firm's name (or yours, if self-employed) and address			• Firm's FEIN 91-0189318
				• Telephone 415-956-1500
	May the FTB discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

028951 12-22-20

SEE PART II SUBSTITUTE ATTACHMENT

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00
	2	Interest	•	2		00
	3	Dividends	•	3		00
	4	Gross rents	•	4		00
	5	Gross royalties	•	5		00
	6	Gross amount received from sale of assets (See Instructions)	•	6		00
	7	Other income	•	7		00
Expenses and Disbursements	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1		8		00
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00
	10	Disbursements to or for members	•	10		00
	11	Compensation of officers, directors, and trustees	•	11		0 00
	12	Other salaries and wages	•	12		00
	13	Interest	•	13		00
	14	Taxes	•	14		00
	15	Rents	•	15		00
	16	Depreciation and depletion (See instructions)	•	16		00
	17	Other expenses and disbursements	•	17		00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9		18		00

Schedule L Balance Sheet**Beginning of taxable year****End of taxable year**

Assets	(a)	(b)	(c)	(d)
1 Cash				•
2 Net accounts receivable				•
3 Net notes receivable				•
4 Inventories				•
5 Federal and state government obligations				•
6 Investments in other bonds				•
7 Investments in stock				•
8 Mortgage loans				•
9 Other investments				•
10 a Depreciable assets				
b Less accumulated depreciation	()		()	
11 Land				•
12 Other assets				•
13 Total assets				
Liabilities and net worth				
14 Accounts payable				•
15 Contributions, gifts, or grants payable				•
16 Bonds and notes payable				•
17 Mortgages payable				•
18 Other liabilities				
19 Capital stock or principal fund				•
20 Paid-in or capital surplus. Attach reconciliation				•
21 Retained earnings or income fund				•
22 Total liabilities and net worth				

Schedule M-1 Reconciliation of income per books with income per return

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1 Net income per books	•	7 Income recorded on books this year not included in this return	•
2 Federal income tax	•	8 Deductions in this return not charged against book income this year	•
3 Excess of capital losses over capital gains	•	9 Total. Add line 7 and line 8	
4 Income not recorded on books this year	•	10 Net income per return. Subtract line 9 from line 6	
5 Expenses recorded on books this year not deducted in this return	•		
6 Total. Add line 1 through line 5			

CA 199

CASH CONTRIBUTIONS
INCLUDED ON PART I, LINE 3

STATEMENT 1

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
SENIOR SERVICES FOR NORTHERN CA	1525 POST STREET SAN FRANCISCO, CA 94109		135,227.
TOTAL INCLUDED ON LINE 3			135,227.

DRAFT

TAXABLE YEAR
2020**California e-file Return Authorization for
Exempt Organizations**FORM
8453-EO

Exempt Organization name

Identifying number

ROSS VALLEY HOMES, INC.**94-1635654****Part I Electronic Return Information** (whole dollars only)

1	Total gross receipts (Form 199, line 4)	1	11,196,745
2	Total gross income (Form 199, line 8)	2	11,196,745
3	Total expenses and disbursements (Form 199, line 9)	3	11,435,981

Part II Settle Your Account Electronically for Taxable Year 2020

4	<input type="checkbox"/> Electronic funds withdrawal	4a	Amount	4b	Withdrawal date (mm/dd/yyyy)
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Part III Banking Information (Have you verified the exempt organization's banking information?)

5	Routing number	7	Type of account:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
6	Account number				

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2020 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign
Here**

Signature of officer

Date

**CFO**

Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2020 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO	ERO's signature	LESLIE VAN	Date	Check if also paid preparer	<input checked="" type="checkbox"/>	Check if self-employed	<input type="checkbox"/>	ERO's PTIN	P01294411
Must Sign	Firm's name (or yours if self-employed) and address	MOSS ADAMS LLP 101 SECOND STREET SUITE 900 SAN FRANCISCO, CA						Firm's FEIN	91-0189318
								ZIP code	94105

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer	Paid preparer's signature		Date	Check if self-employed	<input type="checkbox"/>	Paid preparer's PTIN	
Must Sign	Firm's name (or yours if self-employed) and address					Firm's FEIN	
						ZIP code	

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-306, 309, 311, and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

(For Registry Use Only)

ROSS VALLEY HOMES, INC.

Name of Organization

List all DBAs and names the organization uses or has used

501 VIA CASITAS

Address (Number and Street)

GREENBRAE, CA 94904

City or Town, State, and ZIP Code

415-202-7800

Telephone Number

E-mail Address

Check if:

- ☐ Change of address
☐ Amended report

State Charity Registration Number **CT007691**

Corporation or Organization No. **0491630**

Federal Employer ID No. **94-1635654**

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)

Make Check Payable to Department of Justice

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning **01/01/2020** ending **12/31/2020**) list:

Gross Annual Revenue \$ **11,196,745** Noncash Contributions \$ **0** Total Assets \$ **0**
Program Expenses \$ **10,204,570** Total Expenses \$ **11,435,981**

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4. During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5. During this reporting period, did the organization receive any governmental funding?		X
6. During this reporting period, did the organization hold a raffle for charitable purposes?		X
7. Does the organization conduct a vehicle donation program?		X
8. Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	X	
9. At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

CHARLIE SHOEMAKE

CFO

Signature of Authorized Agent

Printed Name

Title

Date