

\$ \_\_\_\_\_  
**COALINGA REGIONAL MEDICAL CENTER**  
**Taxable Refunding Revenue Bonds, Series 2019**

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**BOND PURCHASE AGREEMENT**

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June \_\_, 2019

Coalinga Regional Medical Center  
1191 Phelps Avenue  
Coalinga, CA 93210

Ladies and Gentlemen:

Western Alliance Business Trust, a wholly owned affiliate of Western Alliance Bank, an Arizona corporation (the "Purchaser"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Coalinga Regional Medical Center (the "District"), which will be binding upon the District and the Purchaser upon the acceptance hereof by the District. This offer is made subject to its acceptance by the District by execution of this Bond Purchase Agreement and its delivery to the Purchaser on or before 5:00 P.M., California time, on the date hereof.

Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture, described below.

1. *Purchase and Sale.* Upon the terms and conditions and in reliance upon the representations, warranties and covenants herein, the District hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the District, all (but not less than all) of the \$\_\_\_\_\_ Coalinga Regional Medical Center Taxable Refunding Revenue Bonds, Series 2019 (the "Bonds"), at the purchase price of \$\_\_\_\_\_ (the "Purchase Price"), being the principal amount of the Bonds. The Purchase Price will be delivered on the Closing Date (as defined in Section 6 below), to U.S. Bank National Association, as trustee (the "Trustee"), on behalf of the District.

The District represents, warrants and covenants that: (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v)

the Purchaser and its affiliates have financial and other interests that differ from those of the District, and (vi) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

The District hereby acknowledges receipt from Wulff, Hansen & Co., as placement agent (the "Placement Agent"), of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Placement Agent's role in the transaction, disclosures concerning the Placement Agent's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

The Bonds shall be dated the Closing Date, shall bear interest at the rate, shall mature on the date and in the principal amount and shall be subject to redemption, all as set forth in the attached Exhibit A.

If the purchase of the Bonds does not close on or before July \_\_, 2019, the interest rate specified in Exhibit A shall no longer be effective and the Purchaser and the District shall agree on a new rate.

The Bonds are being issued pursuant to the provisions of section 53570 *et seq.* of the California Government Code, a resolution of the District, adopted on June 8, 2019 (the "District Resolution"), and that certain Indenture of Trust, dated as of July 1, 2019 (the "Indenture"), by and between the District and the Trustee.

The District's obligation to pay the principal of and interest on the Bonds will be secured by an irrevocable pledge of the District's general purpose operating *ad valorem* property tax revenues (the "Pledged Revenues"), and will not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation, other than the Pledged Revenues.

The Bonds are being issued for the purpose of (a) providing funds to the District to refund, on a current basis, (i) the District's Coalinga Regional Medical Center Series A Certificates of Participation, 2008 Refunding and Capital Improvement Project (Acquisition of Medical Building) (Tax-Exempt) (the "2008A Certificates"), of which \$9,320,000 is currently outstanding, and (ii) the District's Coalinga Regional Medical Center Series B Certificates of Participation, 2008 Capital Improvement Project (Acquisition of Medical Building) (Federally Taxable) (the "2008B Certificates"), of which \$2,130,000 is currently outstanding, and (b) paying the costs of issuing the Bonds.

Pursuant to an escrow agreement, dated the Closing Date (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), provision will be made for the refunding of the 2008A Certificates and the 2008B Certificates.

## *2. Private Placement; Bonds Constitute Investment of Purchaser.*

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

(b) The Purchaser is acquiring the Bonds for its own account (or that of its consolidated taxpayer group) and not with a current view to, or for sale in connection with, any distribution

thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bonds *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the Bonds in accordance with the provisions of the Indenture. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the Bonds. The Purchaser has required as a condition to the purchase of the Bonds that no application be made to make the Bonds DTC eligible.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the District and the Bonds and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the District set forth in the Indenture and in the information set forth in any materials submitted to the Purchaser by the District. The District has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the District as a result of the Purchaser having attached significance thereto in making its investment decision with respect to the Bonds, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the District and the Bonds. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Bonds.

(d) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the Bonds and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that the Bonds are transferable with certain requirements, as described in the Indenture. The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the District has not undertaken to provide any continuing disclosure with respect to the Bonds but that the District has agreed to provide other ongoing information to the Purchaser as set forth in the Indenture and related documents.

4. *Representations, Warranties and Agreements of the District.* The District represents and warrants to the Purchaser that, as of the Closing Date:

(a) The District is a local health care district, organized and existing under the laws of the State of California (the "State"), and is authorized, among other things, (i) to issue the Bonds, and (ii) to secure the Bonds in the manner contemplated by the Indenture. The District is a debtor in a Chapter 9 bankruptcy case *In re Coalinga Regional Medical Center*, pending in the United States Bankruptcy Court, Fresno Division, Case No. 18-13677.

(b) The District has the full right, power and authority (i) to file a motion and obtain bankruptcy court authority to borrow on a secured basis and issue the Bonds, (ii) to adopt the District Resolution, (iii) to enter into the Indenture, the Escrow Agreement and this Bond Purchase Agreement, (iv) to issue, sell and deliver the Bonds to the Purchaser as provided herein, and (v) to carry out and consummate all other transactions on its part contemplated by

each of the aforesaid documents, and the District has obtained a final non-appealable bankruptcy court order authorizing the District's borrowing on a secured basis and issuance of the Bonds and complied with all provisions of applicable law in all matters relating to such transactions.

(c) The District has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance by the District of this Bond Purchase Agreement, the Escrow Agreement and the Indenture, (ii) the taking of any and all such actions as may be required on the part of the District to carry out, give effect to and consummate the transactions on its part contemplated by such instruments including without limitation, obtaining a final non-appealable bankruptcy court order acceptable to the Purchaser authorizing the District's borrowing on a secured basis and the issuance of the Bonds, and (iii) the District's representation, warranty and covenant that any plan confirmed in the District's bankruptcy case shall ratify and otherwise reinstate the Bonds without any change or modification to the terms of the Bonds. All consents or approvals necessary to be obtained by the District in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The Bonds, when issued, authenticated and delivered in accordance with the District Resolution and the Indenture, and sold to the Purchaser as provided herein, will constitute legal, valid and binding obligations of the District, enforceable in accordance with their respective terms and the final non-appealable bankruptcy court order authorizing the District's borrowing on a secured basis and the issuance of the Bonds, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and are entitled to the benefits of the laws of the State, the Indenture and the District Resolution.

(e) Neither the execution and delivery by the District of the Indenture, the Escrow Agreement, this Bond Purchase Agreement and of the Bonds nor the consummation of the transactions on the part of the District contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the District a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, note or other agreement or instrument to which the District is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or the members of the District or any of its officers in their respective capacities as such) is subject.

(f) The District has never been in default at any time, as to principal of or interest on any obligation which it has issued except as otherwise specifically disclosed to the Purchaser; and the District has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Tax Revenues pledged to the payment of the Bonds except as otherwise specifically disclosed to the Purchaser.

(g) Except as otherwise specifically disclosed in writing to the Purchaser, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the District or, to the best knowledge of the District, threatened, which in any way questions the powers of the District referred to in paragraph (b) above, or the validity of any proceeding taken by the District in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, the Escrow Agreement or the Indenture, or which, in any way, could adversely affect the validity or

enforceability of the Indenture, the Escrow Agreement, the Bonds or this Bond Purchase Agreement or, to the knowledge of the District, which in any way questions the exclusion from gross income of the recipients thereof the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or state tax laws or regulations or which in any way could materially adversely affect the availability of Tax Revenues.

(h) The financial statements of, and other financial information regarding the District relating to the receipts, expenditures and cash balances of revenues by the District as of June 30, 2018, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the District as of the dates and for the periods therein set forth. The financial statements of the District have been prepared in accordance with generally accepted accounting principles consistently applied. There has not been any materially adverse change in the financial condition of the District or in its operations since June 30, 2018, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change. The financial statements and other financial information provided by the District is not inconsistent with any financial statements or other financial information provided to the bankruptcy court in connection with the District's proceeding.

(i) Any certificate signed by any official of the District and delivered to the Purchaser in connection with the offer or sale of the Bonds shall be deemed a representation, covenant and warranty by the District to the Purchaser as to the truth of the statements therein contained.

(j) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(k) The Bonds shall not be registered or otherwise qualified under any Blue Sky or other securities laws.

(l) All authorizations, approvals, licenses, permits, consents, elections, and orders, including without limitation the final non-appealable bankruptcy court order authorizing the District's borrowing on a secured basis, or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the District of, its obligations in connection with the Indenture have been duly obtained or made and are in full force and effect.

(m) Between the date of this Bond Purchase Agreement and the Closing Date, the District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Purchaser.

(n) The District will apply the proceeds of the Bonds in accordance with the Indenture and any related documents.

5. *Covenant of the District.* The District covenants with the Purchaser as of the Closing Date that the District will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture. The District further represents, warrants and covenants that it will comply with its obligations under the documents evidencing and otherwise securing the Bonds during the pendency of its bankruptcy case and that any plan confirmed in the bankruptcy cases shall ratify and otherwise reinstate the Bonds in their then existing principal amount

including ratifying all duties and obligations pursuant to Bonds without change or modification.

6. *Closing.* On July \_\_, 2019, or at such other date and times as shall have been mutually agreed upon by the District and the Purchaser (the "Closing Date"), the District will deliver or cause to be delivered the Bonds to the Purchaser, and the District shall deliver or cause to be delivered to the Purchaser the certificates, opinions and documents hereinafter mentioned, each of which shall be dated as of the Closing Date. The activities relating to the execution and delivery of the Bonds, opinions and other instruments as described in Section 7 of this Bond Purchase Agreement shall occur on the Closing Date. The delivery of the certificates, opinions and documents as described herein shall be made at the offices Quint & Thimmig LLP, in Larkspur, California ("Bond Counsel"), or at such other place as shall have been mutually agreed upon by the District and the Purchaser. Such delivery is herein called the "Closing."

The Bonds will be prepared and physically delivered to the account of the Purchaser on the Closing Date in the form of a separate single fully registered bond. The Bonds will be authenticated by the Trustee in accordance with the terms and provisions of the Indenture.

The Purchaser will pay the Purchase Price of the Bonds by delivering to the Trustee, for the account of the District a wire transfer in federal funds of the Purchase Price payable to the order of the Trustee.

7. *Closing Conditions.* The obligations of the Purchaser hereunder shall be subject to the performance by the District of its obligations hereunder at or prior to the Closing Date and are also subject to the following conditions:

(a) the representations, warranties and covenants of the District contained herein shall be true and correct in all material respects as of the Closing Date;

(b) as of the Closing Date, there shall have been no material adverse change in the financial condition of the District;

(c) as of the Closing Date, all official action of the District relating to this Bond Purchase Agreement, the Escrow Agreement and the Indenture shall be in full force and effect;

(d) as of the Closing Date, the Purchaser shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Purchaser:

(i) a final non-appealable order, acceptable to Purchaser, from the bankruptcy court, authorizing the District's authority to borrow on a secured basis and the issuance of the Bonds;

(ii) a copy of the Indenture, as duly executed and delivered by the District and the Trustee;

(iii) a copy of the Escrow Agreement, as duly executed and delivered by the District and the Escrow Bank;

(iv) an opinion of Bond Counsel, in form acceptable to the Purchaser, dated the Closing Date and addressed to the District, with a reliance letter addressed to the Purchaser;

(v) a certificate, dated the Closing Date, of the District executed by the Chief Financial Officer (or other duly appointed officer of the District authorized by the District by resolution of the District) to the effect that (A) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the District or, to the knowledge of the District, threatened against or affecting the District to restrain or enjoin the District's participation in, or in any way contesting the existence of the District or the powers of the District with respect to, the transactions contemplated by this Bond Purchase Agreement or the Indenture, and consummation of such transactions; (B) the representations and warranties of the District contained in this Bond Purchase Agreement are true and correct in all material respects, and the District has complied with all agreements and covenants and satisfied all conditions to be satisfied at or prior to the Closing Date as contemplated by the Indenture, the Escrow Agreement and this Bond Purchase Agreement, and (C) upon redemption of the 2008A Certificates and the 2008B Certificates, there will be no obligations of the District secured by the Pledged Revenues on a basis senior to or on a parity with the Bonds;

(vi) an opinion of counsel to the District, dated the Closing Date and addressed to the District and the Purchaser to the effect that:

(A) the District is a local healthcare district, organized and existing under the laws of the State;

(B) the District has full legal power and lawful authority to enter into the Indenture, the Escrow Agreement and this Bond Purchase Agreement;

(C) the District Resolution has been duly adopted at a meeting of the governing body of the District, which was called and held pursuant to the law and with all public notice required by law and at which a quorum was present and acting throughout and the District Resolution is in full force and effect and has not been modified, amended or rescinded;

(D) the Indenture, the Escrow Agreement and this Bond Purchase Agreement have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereof, constitute the valid, legal and binding agreements of the District enforceable in accordance with their terms; and

(E) Except as otherwise specifically disclosed to the Purchaser, there is no litigation, action, suit, proceeding or investigation (or any basis therefor) at law or in equity before or by any court, governmental agency or body, pending by way of a summons served against the District or, to our knowledge, threatened against the District, challenging the creation, organization or existence of the District, or the validity of the Indenture, the Escrow Agreement or this Bond Purchase Agreement or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby or contesting the authority of the District to enter into or perform its obligations under the Indenture, the Escrow Agreement or this Bond Purchase Agreement, or under which a determination adverse to the District would have a material adverse effect upon the availability of Pledged Revenues, or which, in any manner, questions the right of the District to enter into, and perform under, the Indenture, the Escrow Agreement or this Bond Purchase Agreement;

(vii) an opinion of counsel to the Trustee, dated the Closing Date and addressed to the District and the Purchaser, to the effect that:

(A) The Trustee is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture;

(B) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the consummation of the transactions contemplated by the Indenture;

(viii) an opinion of counsel to the Escrow Bank, dated the Closing Date and addressed to the District and the Purchaser, to the effect that:

(A) The Escrow Bank is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Escrow Agreement;

(B) The Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank and the Escrow Agreement constitutes a legal, valid and binding obligation of the Escrow Bank enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Bank that has not been obtained is or will be required for the execution and delivery of the Escrow Agreement or the consummation of the transactions contemplated by the Escrow Agreement;

(ix) a certificate, dated the Closing Date, of the Trustee, signed by a duly authorized officer of the Trustee, to the effect that (A) the Trustee is duly organized and validly existing as a national banking association, with full corporate power to undertake the trust of the Indenture; (B) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trust of the Indenture; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Trustee (either in state or federal courts), or to the knowledge of the Trustee which would restrain or enjoin the execution or delivery of the Indenture, or which would affect the validity or enforceability of the Indenture, or the Trustee's participation in, or in any way contesting the powers or the authority of the Trustee with respect to, the transactions

contemplated by the Indenture, or any other agreement, document or certificate related to such transactions;

(x) a certificate, dated the Closing Date, of the Escrow Bank, signed by a duly authorized officer of the Escrow Bank, to the effect that (A) the Escrow Bank is duly organized and validly existing as a national banking association, with full corporate power to undertake the trust of the Escrow Agreement; (B) the Escrow Bank has duly authorized, executed and delivered the Escrow Agreement and by all proper corporate action has authorized the acceptance of the duties of the Escrow Agreement; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Escrow Bank (either in state or federal courts), or to the knowledge of the Escrow Bank which would restrain or enjoin the execution or delivery of the Escrow Agreement, or which would affect the validity or enforceability of the Escrow Agreement, or the Escrow Bank's participation in, or in any way contesting the powers or the authority of the Escrow Bank with respect to, the transactions contemplated by the Escrow Agreement, or any other agreement, document or certificate related to such transactions;

(xi) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the District and the Purchaser, to the effect that:

(A) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming the valid execution and delivery by the other party thereto, is valid and binding upon the District, subject to the laws relating to bankruptcy, insolvency, reorganization of creditors' rights generally and to the application of equitable principles, and

(B) the Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, and

(xii) a certified copy of the District Resolution;

(xiii) the specimen Bond;

(xiv) evidence of required filings with the California Debt and Investment Advisory Commission;

(xv) a copy of the Direction for Disposition of General *Ad Valorem* Property Tax Revenues from the District to Fresno County regarding the disposition of general *ad valorem* property tax revenue allocable to the District and the cancellation of prior directions;

(xvi) a defeasance opinion of Bond Counsel relating to the 2008A Certificates and the 2008B Certificates; and

(xvii) such additional legal opinions, certificates, instruments and other documents as the Purchaser may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing Date of the representations and warranties of the District contained in this Bond Purchase Agreement and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District pursuant to this Bond Purchase Agreement.

9. *Termination.* The Purchaser shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date:

(a) legislation shall have been enacted, or considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States shall have been rendered, the effect of which is that of the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(b) a stop order, ruling, regulation or offering circular by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution of the Indenture, as contemplated hereby, is or would be in violation of any provisions of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or market price of the Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or market price of the Bonds; or

(e) a general banking moratorium shall have been declared by federal, New York or California authorities; or

(f) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the District; or

(g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(h) the New York Stock Exchange or other national securities exchange, or any governmental or regulatory authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; or

(i) any change, which in the reasonable opinion of the Purchaser, materially adversely affects the financial condition of the District.

10. *Contingency of Obligations.* The obligations of the District hereunder are subject to the performance by the Purchaser of its obligations hereunder.

11. *Duration of Representations, Warranties, Agreements and Covenants.* All representations, warranties, agreements and covenants of the District shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser or the District and shall survive the Closing Date.

12. *Expenses.* The District will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, the fees and disbursements of the Trustee, the District's municipal advisor, the placement agent, Bond Counsel and counsel to the District, the fees and expenses of the District's accountants and fiscal consultants, fees of counsel to the Purchaser and the reporting fee to the California Debt and Investment Advisory Commission. In the event this Bond Purchase Agreement shall terminate because of the default of the Purchaser, the District will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Purchaser shall pay all expenses incurred by it in connection its purchase of the Bonds.

13. *Notices.* Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing to its CEO/Administrator, Coalinga Regional Medical Center, 1191 Phelps Avenue, Coalinga, CA 93210, and any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to Western Alliance Bank, One East Washington Street, Suite 1400, Phoenix, AZ 85004, Attention: Mr. Joshua J. Lentz, Vice President-Municipal Finance Officer.

14. *Parties in Interest.* This Bond Purchase Agreement is made solely for the benefit of the District and the Purchaser (including the successors or assigns of the Purchaser) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. *Governing Law.* This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

16. *Headings.* The headings of the paragraphs of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

17. *Severability.* In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

18. *Effectiveness.* This Bond Purchase Agreement shall become effective upon acceptance hereof by the District.

19. *Counterparts.* This Bond Purchase Agreement may be executed in several counterparts which together shall constitute one and the same instrument.

Very truly yours,

WESTERN ALLIANCE BUSINESS TRUST,  
a wholly owned affiliate of Western  
Alliance Bank, an Arizona corporation, as  
Purchaser

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of  
the date first above written:

COALINGA REGIONAL MEDICAL CENTER

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Coalinga Regional Medical Center  
Taxable Refunding Revenue Bonds, Series 2019]

**EXHIBIT A TO THE  
BOND PURCHASE AGREEMENT**

\$ \_\_\_\_\_  
**COALINGA REGIONAL MEDICAL CENTER  
Taxable Refunding Revenue Bonds, Series 2019**

**MATURITY SCHEDULE**

Maturity Date (August 1)	Principal Amount	Interest Rate*
2043	\$ _____	____%

**REDEMPTION PROVISIONS**

*Optional Redemption of Bonds.* The Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part on any date on after September 1, 2019, from any source other than Excess Property Tax Revenues, at a redemption price equal to the principal amount of Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

*Mandatory Redemption of Bonds.* The Bonds are subject to mandatory redemption prior to maturity, in part on any date, from Excess Property Tax Revenues, at a redemption price equal to the principal amount of Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

*Mandatory Sinking Fund Redemption of Bonds.* The Bonds are subject to mandatory sinking fund redemption on September 1 in each year, in the amounts specified in the following table.

Mandatory Sinking Fund Redemption Date (September 1)	Sinking Fund Redemption Amount	Mandatory Sinking Fund Redemption Date (September 1)	Sinking Fund Redemption Amount
2019		2032	
2020		2033	
2021		2034	
2022		2035	
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043†	
2031			

† Maturity

\* Upon the occurrence and continuation of an Event of Default, the interest may, at the option of the Owner, be payable at the Default Rate.