

\$ _____
TULARE LOCAL HEALTHCARE DISTRICT
Revenue Bonds, Series 2022

BOND PURCHASE AGREEMENT

October 27, 2022

Tulare Local Healthcare District
869 North Cherry Street
Tulare, CA 93274

Ladies and Gentlemen:

Western Alliance Business Trust, a Delaware statutory trust (including its successors and Assigns) (the "Purchaser"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Tulare Local Healthcare District (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, all (but not less than all) of the \$_____ Tulare Local Healthcare District Revenue Bonds, Series 2022 (the "2022 Bonds"), at the purchase price of \$_____ (the "2022 Purchase Price"), being the principal amount of the 2022 Bonds. The 2022 Purchase Price will be delivered on the Closing Date (as defined in Section 6 below), to The Bank of New York Mellon Trust Company, N.A., 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 Hilltop Securities Inc., 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 2022 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 2022 Bonds does not close on or before September 30, 2022, the interest rates specified in Exhibit A shall no longer be effective and the Purchaser and the District shall agree on new rates.

The 2022 Bonds are being issued pursuant to the provisions of pursuant to the provisions of The Local Healthcare District Law, constituting Division 23 of the California Health and Safety Code (the "Law"), Resolution No. _____, adopted by the Board of Directors of the District on October 26, 2022 (the "District Resolution"), and an indenture of trust, dated as of November 1, 2022, between the District and the Trustee (the "Indenture").

The District's obligation to pay the principal of and interest on the 2022 Bonds will be secured by an irrevocable pledge of the District's general purpose operating *ad valorem* property tax revenues (the "Pledged Revenues") on a parity with the District's outstanding Tulare Local Healthcare District Refunding Revenue Bonds, Series 2020A, and its outhandling Tulare Local Healthcare District Taxable Refunding Revenue Bonds, Series 2020B, 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 2022 Bonds are being issued for the purpose of (a) providing funds to the District to finance various energy conservation measures including interior and exterior LED lighting upgrades and installation of a solar photovoltaics carport shade structure at the District owned Evolutions Gym located at 1425 East Prosperity Avenue in Tulare, California, (b) funding capitalized interest on the 2022 Bonds, and (c) paying the costs of issuing the 2022 Bonds.

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 2022 Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the 2022 Bonds.

(b) The Purchaser is acquiring the 2022 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 2022 Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the 2022 Bonds *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the 2022 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 2022 Bonds. The Purchaser has required as a condition to the purchase of the 2022 Bonds that no application be made to make the 2022 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 2022 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 2022 Bonds, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the District and the 2022 Bonds. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the 2022 Bonds.

(d) The Purchaser understands that the 2022 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 2022 Bonds by it, and further acknowledges that any current exemption from registration of the 2022 Bonds does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the 2022 Bonds and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the 2022 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 2022 Bonds are transferable with certain requirements, as described in the Indenture. The Purchaser acknowledges that the 2022 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 2022 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 healthcare district, organized and existing under the laws of the State of California (the "State"), and is authorized, among other things, (i) to issue the 2022 Bonds, and (ii) to secure the 2022 Bonds in the manner contemplated by the Indenture.

(b) The District has the full right, power and authority to (i) adopt the District Resolution, (ii) enter into the Indenture and this Bond Purchase Agreement, (iii) to issue, sell and deliver the 2022 Bonds to the Purchaser as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents, and has 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 2022 Bonds and the execution, delivery and due performance by the District of this Bond Purchase Agreement

and the Indenture, and (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. 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. The District is in compliance with its Plan of Adjustment approved by the Bankruptcy Court in connection with *In re Tulare Local Healthcare District*, filed in the United States Bankruptcy Court for the Eastern District of California, Tulare Division, Case No. 17-13797, and covenants that it will be in compliance with its Plan of Adjustment on the Closing Date.

(d) The 2022 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, 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, this Bond Purchase Agreement and of the 2022 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) Except as disclosed to the Purchaser, 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 2022 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 2022 Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement or the Indenture, or which, in any way, could adversely affect the validity or enforceability of the Indenture, the 2022 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 2022 Bonds for federal income tax purposes or in any other way questions the status of the 2022 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,

2021, 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, 2021, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(i) Any certificate signed by any official of the District and delivered to the Purchaser in connection with the offer or sale of the 2022 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 2022 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, 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 2022 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 2022 Bonds to be applied in a manner other than as provided in the Indenture.

6. *Closing.* On November 10, 2022, 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 2022 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 2022 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 2022 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 2022

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 2022 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 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 copy of the Indenture, as duly executed and delivered by the District and the Trustee;

(ii) 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 and the Trustee;

(iii) 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 and this Bond Purchase Agreement, and (C), there are no obligations of the District secured by the Pledged Revenues on a basis senior to or on a parity with the 2022 Bonds;

(iv) an opinion of counsel to the District, dated the Closing Date and addressed to the District, the Purchaser and the Trustee 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 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 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 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 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 or this Bond Purchase Agreement;

(v) 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;

(vi) 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 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;

(vi) 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 2022 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

(viii) a certified copy of the District Resolution;

(ix) the specimen 2022 Bonds;

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

(xi) a copy of the Direction for Disposition of General *Ad Valorem* Property Tax Revenues from the District to Tulare County regarding the disposition of general *ad valorem* property tax revenue allocable to the District;

(xii) 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Bonds or obligations of the general character of the 2022 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 2022 Bonds, costs of printing the 2022 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 2022 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, Tulare Local Healthcare District, 869 North Cherry Street, Tulare, CA 93274, 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 2022 Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. *Waiver of Jury Trial.*

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DISTRICT AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PURCHASE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE DISTRICT FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 12, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE PURCHASER TO ENTER INTO THIS PURCHASE CONTRACT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Purchase Contract to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The referee's fees shall be borne by the party who does not prevail, as determined by the referee.

16. *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.

17. *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.

18. *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.

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

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20. *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 Delaware statutory trust, as Purchaser

By _____
Monika E. Suarez
Managing Director

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

TULARE LOCAL HEALTHCARE DISTRICT

By _____
Philip M. Smith
Chief Executive Officer

[Tulare Local Healthcare District Revenue Bonds, Series 2022]

**EXHIBIT A TO THE
BOND PURCHASE AGREEMENT**

\$ _____
**TULARE LOCAL HEALTHCARE DISTRICT
Revenue Bonds, Series 2022**

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate*
2045	\$ _____	_____ %

REDEMPTION PROVISIONS

Optional Redemption of Bonds. The 2022 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, 2032, from any source of funds 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 2022 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
2025		2036	
2026		2037	
2027		2038	
2028		2039	
2029		2040	
2030		2041	
2031		2042	
2032		2043	
2033		2044	
2034		2045†	
2035			

† Maturity

* If the 2022 Default Rate or the 2022 Taxable Rate (each as defined in the Indenture) is in effect, interest will be computed by applying such alternate rate.