TRUST AGREEMENT

Dated as of December 1, 2026

by and among

the
U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

the
CSDA FINANCE CORPORATION,

and the

MENDOCINO COAST HEALTH CARE DISTRICT

$[_____]
Mendocino Coast Health Care District
Certificate of Participation
(2026 Seismic Improvements Project)

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TRUST AGREEMENT

This TRUST AGREEMENT, made and entered into as of December 1, 2026 (this "Trust Agreement"), by and among U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the CSDA FINANCE CORPORATION, a non-profit public benefit corporation organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessor under the Lease Agreement defined below, and the MENDOCINO COAST HEALTH CARE DISTRICT, a Health Care District organized and existing under the laws of the State of California, including the provisions of Chapter 1, Division 23 of the California Health & Safety Code (the "District"), as lessee;

W I T N E S S E T H

WHEREAS, the District presently owns a hospital (the "Hospital") and related health care facilities within its service area, which Hospital is currently leased to and operated by Adventist Health Mendocino Coast, a California nonprofit public benefit corporation; and

WHEREAS, the District has undertaken the construction and installation of seismic improvements to the Hospital (the "Project") more particularly described in Exhibit A to the Lease Agreement; and

WHEREAS, in order to provide for the financing of the Project, the District and the Corporation have entered into a Lease-Purchase Agreement dated as of the date hereof (the "Lease Agreement"), under which the District will lease the Project to the Corporation, and the Corporation will simultaneously lease back the Project to the District in return for semi-annual lease payments (the "Lease Payments"); and

WHEREAS, for the purpose of obtaining the moneys required to finance the costs of the Project, the Corporation will assign and transfer certain of its rights under the Lease Agreement to the Trustee; and

WHEREAS, in consideration of such assignment and the execution of this Trust Agreement, the Trustee has agreed to execute and deliver a certificate of participation in the aggregate original initial principal amount of [$_____] (the "Certificate"), evidencing direct, undivided fractional interests in the Lease Payments to be made by the District; and

WHEREAS, the original purchaser and owner of the Certificate shall be Tri Counties Bank (the "Original Purchaser," also the "Bank"); and

WHEREAS, the Trustee shall apply the proceeds of the sale of the Certificate to pay the costs of the Project and costs incidental thereto; and

WHEREAS, as additional security for the payment of the Lease Payments, the District has agreed to deposit the Property Tax Revenues into the Tax Revenue Account maintained at the Bank for transfer to the Trustee for deposit in the Property Tax Fund and, upon the availability of automated clearing house transfers from the County, to cause the Property Tax Revenues to be transferred directly to the Trustee pursuant to the Irrevocable Request and Direction, all as more particularly set forth in Section 5.06 hereof; and

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS; AUTHORIZATION; EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached hereto shall, for all purposes of this Trust Agreement, have the meanings therein specified.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Content of Written Certificates.

(a) Contents. Every certificate provided for in this Trust Agreement with respect to compliance with any provision hereof, except the certificate of destruction pursuant to Section 14.06, shall include (i) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating

thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (iii) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (iv) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (v) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) Reliance. Any such certificate made or given by a District Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such District Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the District, as the case may be) upon a certificate or opinion of or representation by a District Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same District Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The Exhibits that are attached to this Trust Agreement are by this reference made a part hereof.

ARTICLE II
THE CERTIFICATE OF PARTICIPATION

Section 2.01. Authorization. The Trustee is hereby authorized and directed upon written request from the Corporation to execute and deliver, to the Original Purchaser, the Certificate in the principal amount evidencing undivided fractional interests in the Lease Payments and the prepayments. No provision is made for the Certificate to be executed and delivered in blocks or phases as the Original Purchaser's regulations for single delivery have been satisfactorily met.

Section 2.02. Date. The Certificate shall be dated as of the date of delivery thereof.

Section 2.03. Maturity; Interest Rates. The Registered Owner of the Certificate is entitled to receive, subject to the terms of the Lease Agreement, on the dates identified below, or any earlier prepayment date, the principal amounts identified below representing a direct, undivided fractional share of the portion of the Lease Payments designated as principal as follows:

Payment Date	Interest Amount	Principal Amount
February 1, 2027	$	--
August 1, 2027		--
February 1, 2028		--
August 1, 2028		--
February 1, 2029		--
August 1, 2029		--
February 1, 2030		--
August 1, 2030		--
February 1, 2031		--
August 1, 2031		--
February 1, 2032		$
August 1, 2032		
February 1, 2033		
August 1, 2033		

and to receive on February 1, 2027, and semiannually thereafter on February 1 and August 1 of each year (each an "Interest Payment Date") as shown above until payment in full of said principal the Registered Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates.

Section 2.04. Interest. Interest on the Certificate shall be payable semiannually on each Interest Payment Date to and including the date of final principal payment (or provision therefor under Section 14.01 hereof) or prepayment, whichever is earlier, determined on the Original Purchaser's aggregate payments for the single Certificate from the respective date(s) thereof, as such payments and dates thereof are endorsed on the single Certificate. Such interest shall represent the portion of Lease Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate. Interest shall be calculated on the basis of a 360-day year

consisting of twelve 30-day months. Each semiannual payment of interest shall be in the amount of one-half of the annual amount of interest due (except that the first payment of interest, due on February 1, 2027, shall be the interest accrued from the Closing Date to that date). Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by wire transfer or such other electronic funds transfer method as the Trustee may make available.

Interest on any Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless

(i) such Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(ii) such Certificate is executed after the close of business on the 15th day of the month immediately preceding the following Interest Payment Date and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(iii) such Certificate is executed on or before the first Interest Payment Date, in which event interest shall be payable from the date of delivery thereof;

provided, however, that if at the time of execution of any Certificate, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Payment of interest with respect to any Certificate shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the 15th day of the month preceding such Interest Payment Date, such interest to be paid by wire transfer in the electronic funds transfer manner specified by the Bank.

So long as the Bank is the Owner of the Certificate, the Trustee shall make all payments with respect to the Certificate by wire transfer or such other electronic funds transfer method as may be specified by the Bank from time to time.

If any Lease Payment or other amount payable with respect to the Certificate is not paid when due, the Default Rate shall apply to the overdue amount from the due date until paid. From and after the Taxable Date, the Taxable Rate shall apply.

Section 2.05. Form of Certificate; Legends. The Certificate shall be delivered in the form of a fully registered Certificate, without coupons. The Certificate shall be numbered in such manner as the Trustee deems appropriate. The Certificate shall mature in installments in the principal amounts and on the dates set forth in Section 2.03. The single Certificate shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein. The Certificate may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise.

Section 2.06. Execution. The Certificate shall be executed by and in the name of the Trustee, at the written direction of the Corporation, by the manual signature of an authorized signatory of the Trustee.

Section 2.07. Transfer and Exchange. The following shall apply to transfers and exchanges of the Certificate, provided that no transfer or exchange of the Certificate shall be required to be made during the 15 days prior to the date of selection of the Certificate for prepayment:

(a) Transfer of Certificate. The Certificate may, in accordance with its terms, be transferred in whole but not in part, upon the books required to be kept pursuant to the provisions of Section 2.11 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever the Certificate shall be surrendered for transfer, the Trustee shall deliver a new Certificate of the same maturity, interest rate and aggregate principal amount to the transferee thereof. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Notwithstanding the foregoing, the Trustee shall not register any transfer of the Certificate unless (i) the transferee is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, or a "qualified institutional buyer" within the meaning of Rule 144A thereunder, and (ii) the transferee has delivered to the Trustee and the District an investor letter substantially in the form attached hereto as Exhibit G, confirming that such transferee (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Certificate, (B) has made its own credit decision and has had access to all information it deems necessary, and (C) is acquiring the Certificate for its own account and not with a view to, or for sale in connection with, any distribution thereof. The Certificate shall not be sold or transferred in a public offering or in any fractional or participating interest. The Trustee shall have no duty to determine whether any transfer complies with applicable securities laws other than to confirm receipt of the investor letter required by this paragraph.

(b) Exchange of Certificate. The Certificate may be exchanged at the Principal Trust Office, for a like outstanding principal amount Certificate. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.08. Certificate Mutilated, Lost, Destroyed or Stolen. If any Certificate becomes mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like maturity and principal amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed in accordance with Section 14.06 hereof, and the Trustee shall deliver a certificate of destruction to the District.

If the Certificate becomes lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee and the Corporation shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen.

The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section.

Section 2.09. Payment. Except as otherwise provided herein, payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the registration books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date. The principal and prepayment price with respect to the Certificate at maturity or upon prior prepayment shall be payable by wire in lawful money of the United States of America upon surrender of the Certificate at the Principal Trust Office. If the Bank is the Owner of the single, fully-registered Certificate, surrender shall not be required for payment, except for final payment.

Section 2.10. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Certificate Owner may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificate. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Certificate shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or such Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before such notary or officer the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of the authority of such officer or member.

(b) The fact of the holding of Certificate by any Owner and the amount, the maturity and the numbers of such Certificate and the date of his holding the same may be proved by reference to the Certificate Register maintained by the Trustee provided for in Section 2.11 hereof. The Trustee may conclusively assume that such ownership continues until transfer as provided in Section 2.07(a) hereof.

(c) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.11. Certificate Register. The Trustee will keep or cause to be kept, at the Principal Trust Office, sufficient books for the registration and transfer of the Certificate which shall be open at all reasonable times with reasonable prior notice during normal business hours of the Trustee to inspection by the District and the Corporation; and, upon presentation for such

purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificate as hereinbefore provided.

Section 2.12. CUSIP Numbers. CUSIP numbers shall not be required if the Bank is the Original Purchaser of a single, fully registered Certificate.

ARTICLE III
PROJECT FUND; OTHER AMOUNTS

Section 3.01. Project Fund.

(a) The Trustee shall establish the Project Fund; shall keep the Project Fund separate and apart from all other funds, accounts and moneys held by the Trustee; and shall administer the Project Fund as provided herein. On the Closing Date, the proceeds of sale of the Certificate ($[_____]) shall be deposited into the Project Fund. The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Project Fund for the payment of Project Costs and Delivery Costs in accordance with this Section, but the Trustee shall not be responsible for any requisitions related thereto.

(b) The Trustee shall disburse moneys in the Project Fund to pay Project costs upon receipt of a Written Requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached thereto or other supporting documentation as the Trustee may reasonably require. The Trustee shall have no duty to review the validity of the attachments for compliance purposes.

(c) The Trustee shall also disburse moneys in the Project Fund to pay the Delivery Costs upon a receipt of a requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached, signed by a District Representative (and, if required, by the Bank as the Certificate Owner). The Trustee shall have no duty to review the validity of the attachments for compliance purposes.

(d) Upon completion of the Project, as evidenced by a Written Certificate of the District filed with the Trustee and the Bank, and the payment of all Project Costs and Delivery Costs, the Trustee shall transfer any remaining amounts in the Project Fund to the Lease Payment Fund to be applied to the Lease Payments next coming due or, upon the written direction of the District with the written consent of the Bank, to the prepayment of the Certificate pursuant to Section 4.01(c) hereof, and shall close the Project Fund.

Section 3.02. Payment of Delivery Costs; Deposit to Reserve Fund

(a) On the Closing Date, Delivery Costs shall be paid by the Trustee pursuant to Section 3.01(c) in the amount of $_____.

(b) On the Closing Date, $[_____], being an amount equal to the Reserve Requirement, shall be transferred from the District to the Bank for deposit in the Reserve Fund, to be held and administered in accordance with Article VI hereof and the DSRF Administration Agreement.

ARTICLE IV
PREPAYMENT OF CERTIFICATE

Section 4.01. Prepayment.

(a) Generally. The Certificate shall not be subject to prepayment prior to maturity, except in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

(b) Prepayment From Net Proceeds of Insurance and Condemnation. The Certificate is subject to prepayment in whole or in part on any Lease Payment Date from the Net Proceeds of any insurance or condemnation award which are deposited in the Lease Payment Fund and credited towards the prepayment made by the District pursuant to Section 4.03 of the Lease Agreement, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium or penalty.

(c) Optional Prepayment. In addition, the Certificate is subject to prepayment in whole or in part on any date, from the proceeds of optional prepayments made by the District pursuant to Section 4.02 of the Lease Agreement (including from the proceeds of any take-out or refunding financing), at a prepayment price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, plus a premium equal to the following percentage of the principal amount prepaid: (i) 3% if the prepayment date occurs on or before December 1, 2028 (years 1 and 2); (ii) 2% if the prepayment date occurs after December 1, 2028 and on or before December 1, 2030 (years 3 and 4); and (iii) 1% if the prepayment date occurs after December 1, 2030 and on or before December 1, 2031 (year 5). No premium is payable on any prepayment date after December 1, 2031.

Section 4.02. Selection of Certificate for Prepayment. Whenever provision is made in this Trust Agreement for the prepayment of the Certificate and less than all the Outstanding Certificate is called for prepayment, the Trustee shall select the portion of the Certificate to be prepaid in inverse order of maturity, or in such other order as may be approved in writing by the Bank so long as the Bank is the Owner of the Certificate. The Trustee shall promptly notify the District and the Corporation in writing of the portion of the Certificate so selected for prepayment.

Section 4.03. Notice of Prepayment.

(a) General. Notice of any such prepayment shall be given by the Trustee on behalf and at the expense of the District by mailing a copy of a prepayment notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for prepayment to such Owner of the Certificate or portion of the Certificate to be prepaid at the address shown on the Certificate Register maintained by the Trustee; provided, however, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of the Certificate.

(b) Contents. All notices of prepayment shall be dated and shall state:

(i) the prepayment date,

(ii) the prepayment price,

(iii) if less than all the Outstanding Certificate is to be prepaid, the identification of the principal amount of the Certificate to be prepaid,

(iv) that on the prepayment date the prepayment price will become due and payable with respect to each such Certificate or portion thereof called for prepayment, and that interest with respect thereto shall cease to accrue from and after said date,

(v) the place where such Certificate is to be surrendered for payment of the prepayment price, which place of payment shall be the Principal Trust Office.

(c) Deposit. On or prior to the applicable prepayment date, the District shall deposit, or cause to be deposited, with the Trustee an amount of money sufficient to pay the prepayment price of all the Certificate or portions of the Certificate which are to be prepaid on the applicable prepayment date.

(d) Prepayment. Notice of prepayment having been given as aforesaid, the Certificate or portions of the Certificate so to be prepaid shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the District shall default in the payment of the prepayment price) interest with respect to such Certificate or portion of the Certificate shall cease to be payable.

Upon surrender of the Certificate for prepayment in accordance with said notice, the Certificate shall be paid by the Trustee at the prepayment price. Installments of interest due on or prior to the prepayment date shall be payable as herein provided for payment of interest. Upon surrender for any partial prepayment of the Certificate, there shall be executed and delivered for the Owner a new Certificate of the same maturity in the amount of the unprepaid principal.

If the Bank is the Owner, prepayment shall be endorsed on the single, fully registered Certificate registered to the Bank.

Section 4.04. Partial Prepayment of Certificate. Upon surrender of the Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the District, a new Certificate equal in principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Effect of Notice of Prepayment. After notice has been given and the moneys for the prepayment, including interest to the applicable prepayment date, having been set aside in the Lease Payment Fund, the Certificate or portion thereof to be prepaid shall become due and payable on the prepayment date, and, upon presentation and surrender thereof at the Principal Trust Office specified in such notice, the Certificate or portion thereof shall be paid at a prepayment price equal to the unpaid principal amount with respect thereto, and any unpaid and accrued interest to the prepayment date.

If, on the prepayment date, moneys for the prepayment of the Certificate or all portions thereof to be prepaid, together with interest to such prepayment date, are held by the Trustee so as to be available therefor on such prepayment date, and, if notice of prepayment thereof has been given, then, from and after such prepayment date, interest with respect to the Certificate or such portion thereof to be prepaid shall cease to accrue and become payable. If such moneys are not so available on the prepayment date, interest with respect to such Certificate or such portion thereof shall continue to be payable at the same rates as it would have been payable had the Certificate not been called for prepayment. All moneys held by or on behalf of the Trustee for the prepayment of the Certificate or such portion thereof shall be held in trust for the account of the Owner of the Certificate so to be prepaid. The Trustee shall not be liable for any interest earned on the amounts so held.

ARTICLE V
LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01. Assignment of Rights in Lease Agreement.

(a) Assignment by the Corporation. The Corporation, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trustee, for the benefit of the Owner of the Certificate, all of its rights and interest in the Lease Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including, without limitation, its rights to receive and collect Lease Payments from District under the Lease Agreement, its rights to the pledge of Pledged Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement as may be necessary to enforce payment of the Lease Payments when due or otherwise to protect its interests in the event of a default by the District.

(b) Acceptance by the Trustee. The Trustee hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owner of the Certificate delivered pursuant to this Trust Agreement, all subject to the provisions of this Trust Agreement.

(c) Application of Lease Payments. The Lease Payments shall be applied, and the rights assigned by the Corporation to the Trustee shall be exercised, by the Trustee as provided in this Trust Agreement for the benefit of the Owner of the Certificate.

All Lease Payments, prepayments and such other amounts which the Corporation may at any time be entitled to shall be paid directly to the Trustee and, if the Corporation receives or collects Lease Payments, such payments shall be deemed to be held or to have been collected or received by the Corporation as agent of the Trustee.

Section 5.02. Establishment of Lease Payment Fund. The Trustee shall establish the Lease Payment Fund. All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificate, and shall secure payment of the Certificate.

So long as the Certificate is Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Lease Payment Fund all Lease Payments and prepayments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to Sections 6.04 or 6.05 hereof or Article IV of the Lease Agreement, and any other moneys required to be deposited therein pursuant to the Lease Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying principal and interest with

respect to the Certificate as it becomes due and payable, in accordance with the provisions of Article II hereof.

Section 5.05. Surplus. On August 2nd of each year any surplus remaining in the Lease Payment Fund, after payment of the Certificate, and accrued interest (if any) and payment of any applicable fees, costs and expenses to the Trustee, or provision for such prepayment or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the District.

Section 5.06. Pledge of Property Tax Revenues.

(a) Deposit of Property Tax Revenues. (i) Existing Account at Bank. So long as the Lease Agreement remains in effect, the District shall deposit, as collected, all Property Tax Revenues (other than any remitted directly by the County to the Trustee pursuant to clause (ii) below) into its tax revenue account maintained at the Bank (the "Tax Revenue Account"), and within two Business Days following each such deposit shall transfer to the Trustee, for deposit in the Property Tax Fund, the amount (if any) needed to cause the balance in the Property Tax Fund to equal the amount of the next two Lease Payments coming due following the date of the deposit, taking into account amounts then on deposit in the Property Tax Fund. For the purpose of receiving such Property Tax Revenues, the Trustee shall establish, maintain and hold in trust a separate fund designated as the "Property Tax Fund."

(ii) Future Direction to County. In the event the County adopts the use of automated clearing house ("ACH") transfers for the transfer of Property Tax Revenues to the District, and at such time as the transfers are available for use by the District, the District covenants to promptly irrevocably direct the County to transfer to the Trustee, as collected, all Property Tax Revenues pursuant to the Irrevocable Request and Direction, for so long as the Lease Agreement remains in effect. The District shall take no action to rescind, revoke, amend or modify the Irrevocable Request and Direction without the prior written consent of the Trustee and the Original Purchaser.

(iii) Deposit Account Control Agreement. As further security for the payment of the Lease Payments, on the Closing Date the District shall execute and deliver the Deposit Account Control Agreement with respect to the Tax Revenue Account and shall maintain the Deposit Account Control Agreement in full force and effect until the earlier of (A) the date on which the County first remits Property Tax Revenues directly to the Trustee pursuant to the direction delivered under Section 5.06(a)(ii) (the "Direct Remittance Date") and (B) the date on which the Owner directs the termination thereof. The District shall not, prior to the Direct Remittance Date, close the Tax Revenue Account or direct the deposit of Property Tax Revenues to any other account without the prior written consent of the Bank. Upon the Direct Remittance Date, the Deposit Account Control Agreement shall terminate in accordance with its terms and the foregoing restriction shall cease to apply, and, upon written notice from the District of the Direct Remittance Date, the Trustee shall, within ten (10) days after the written request of the District, deliver to the Bank written notice confirming such termination.

(b) Pledge. The District hereby irrevocably and unconditionally pledges all of the Property Tax Revenues, including all Property Tax Revenues on deposit in the Tax Revenue Account and all Property Tax Revenues transferred to the Trustee as provided in this Section 5.06, and such Property Tax Revenues shall constitute a trust fund for the

security and payment of the Lease Payments, subject only to the application thereof for the purposes and on the terms and conditions set forth in this Section 5.06. The District hereby grants to the Trustee, for the benefit of the Owner of the Certificate, a security interest in the Tax Revenue Account and all Property Tax Revenues on deposit therein, as security for the payment of the Lease Payments.

(c) Transfer to Lease Payment Fund. On or before each date on which a Lease Payment is due, the Trustee shall withdraw from the Property Tax Fund and deposit in the Lease Payment Fund the amount of Property Tax Revenues then on deposit in the Property Tax Fund, up to but not exceeding the amount of the Lease Payment coming due on such date that has not otherwise been paid by the District from other available moneys.

In the event the amount of Property Tax Revenues then on deposit in the Property Tax Fund, together with other moneys then on deposit in the Lease Payment Fund and available therefor, is insufficient to fully pay the Lease Payment next coming due, the Trustee shall, so long as the Deposit Account Control Agreement remains in effect and not later than ten Business Days prior to the applicable Lease Payment Date, draw the amount of the insufficiency from the Tax Revenue Account pursuant to the terms of the Deposit Account Control Agreement, transfer such amount drawn to the Lease Payment Fund and promptly notify the District and the Bank of such draw. If, after giving effect to such draw (or if the Deposit Account Control Agreement is no longer in effect), the amounts on deposit in the Property Tax Fund and the Lease Payment Fund and available therefor are insufficient to pay the Lease Payment next coming due, the Trustee shall, not later than the ninth Business Day prior to the applicable Lease Payment Date, notify the District in writing of the amount of the remaining insufficiency, and the District shall transfer Gross Revenues to the Trustee in such amount as provided in Section 3.07(c)(ii) of the Lease Agreement.

(d) Release from Lien. Upon receipt by the Trustee and deposit in the Property Tax Fund of Property Tax Revenues sufficient, together with other moneys then on deposit in the Lease Payment Fund and available therefor, to pay the next two Lease Payments coming due, all remaining Property Tax Revenues then on deposit in the Property Tax Fund for such period shall no longer be subject to the pledge and lien of this Section 5.06 and shall be transferred by the Trustee to the District free and clear of such pledge and lien.

(e) No Prior Pledge. The District has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Pledged Revenues that ranks on a parity with or prior to the pledge granted under this Section 5.06 or Section 3.07 of the Lease Agreement, and the District covenants that, so long as the Certificate is Outstanding, it shall not issue or incur any obligations payable from or secured by a pledge of the Pledged Revenues, whether senior to, on a parity with or subordinate to the pledge created by this Section 5.06, without the prior written consent of the Owner.

(f) No Real Property Collateral. No mortgage, deed of trust or other lien on or security interest in any real property of the District (including the Hospital and the Project) secures the Lease Payments or the Certificate, and no real property collateral secures the Certificate.

(g) Statutory Lien. The pledges of Pledged Revenues made in this Section 5.06 and in Section 3.07 of the Lease Agreement are statutory liens pursuant to Section 5451 of the California Government Code. Accordingly, such pledges are valid and binding from the time they are made; the Pledged Revenues so pledged and thereafter received by the District shall immediately be subject to the lien of such pledges without any physical delivery thereof, further act or filing; and such liens shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof.

ARTICLE VI
RESERVE FUND

Section 6.01. Establishment of Reserve Fund. The District shall establish the Reserve Fund as a deposit account maintained at the Bank, which the Bank shall keep separate and apart from all other funds and accounts of the District held by the Bank. The Reserve Fund shall be held and administered in accordance with this Article VI and the DSRF Administration Agreement and shall be maintained at the Bank for so long as the Certificate is Outstanding. All moneys at any time on deposit in the Reserve Fund shall be held for the benefit of the Owner of the Certificate, shall be subject to the security interest granted to the Trustee, for the benefit of the Owner, under the DSRF Administration Agreement, and shall be applied solely as provided herein and therein.

Section 6.02. Deposits. There shall be deposited into the Reserve Fund on the Closing Date an amount equal to the Reserve Requirement, and thereafter any amounts required to be deposited therein pursuant to Section 6.05 hereof and Section 3.07 of the Lease Agreement.

Section 6.03. Transfers in Excess of Reserve Requirement. The Bank shall, on or before each February 1 and August 1, transfer to the District any moneys in the Reserve Fund in excess of the applicable Reserve Requirement.

Section 6.04. Application in Event of Deficiency in the Lease Payment Fund. If, on the fourth Business Day prior to any Lease Payment Date, the moneys on deposit in the Lease Payment Fund and available therefor are less than the amount of the principal and interest with respect to the Certificate then coming due and payable, the Trustee shall promptly notify the District and the Bank in writing of the amount of such deficiency, and the District shall, not later than the second Business Day prior to such Lease Payment Date, deliver to the Bank a disbursement request in the form attached to the DSRF Administration Agreement directing the Bank to transfer from the Reserve Fund to the Trustee, for deposit in the Lease Payment Fund, the amount necessary to cure such deficiency. The Bank shall apply the moneys available in the Reserve Fund in the amount necessary to make the Lease Payment in accordance with such disbursement request and the DSRF Administration Agreement. If the District fails to deliver such disbursement request when due, the Trustee may, on behalf of the Owner, deliver the disbursement request to the Bank, and the Bank shall apply the moneys in the Reserve Fund as provided in the DSRF Administration Agreement. The Reserve Fund is held by the Bank pursuant to the DSRF Administration Agreement (Exhibit F hereto) and is not an account subject to the Deposit Account Control Agreement (Exhibit E hereto). The Trustee shall not deliver a disbursement request to the Bank with respect to the Reserve Fund unless it has first drawn all amounts then available to be drawn from the Tax Revenue Account pursuant to Section 5.06(c) hereof and the Deposit Account Control Agreement.

Section 6.05. Replenishment of Reserve Fund. The District shall maintain or cause to be maintained in the Reserve Fund amounts equal to the amount required to be deposited therein.

If, on any date of computation, amounts on hand in the Reserve Fund are less than such required amounts because of a transfer therefrom made in accordance with Section 6.04 hereof, the District shall, from the first available Pledged Revenues, deposit with the Bank into the Reserve Fund an amount necessary to bring the amounts on deposit in the Reserve Fund to

the Reserve Requirement, in not more than twelve equal monthly installments commencing on the first day of the month following such transfer; provided, however, that the period of time permitted herein for the replenishment of the Reserve Fund by the District shall not affect any other provision of this Trust Agreement.

ARTICLE VII
INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award. Any Net Proceeds of insurance against accident to or destruction of any structure constituting any part of the Project collected by the District in the event of any such accident or destruction shall be transferred by the District to the Trustee pursuant to Section 5.07 of the Lease Agreement and the Trustee shall deposit such moneys in a special fund designated as the "Insurance and Condemnation Fund" to be applied and disbursed by the Trustee as provided in Section 5.07(a) of the Lease Agreement.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Project is taken by eminent domain (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be transferred by the District to the Trustee for deposit in the Insurance and Condemnation Fund pursuant to Section 5.07(b) of the Lease Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the District determines that such eminent domain proceedings have not materially affected the operation of the Project, or the ability of the District to meet any of its obligations under the Lease Agreement, and if the District determines that such proceeds are:

(i) not needed for repair, replacement or rehabilitation of the Project, upon receipt of a written certificate from the District the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited towards the prepayments required to be paid pursuant to Section 4.03 of the Lease Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof, or

(ii) needed for repair or rehabilitation of the Project, upon receipt of a written certificate from the District the Trustee shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for such repair or rehabilitation, upon the filing with appropriate requisitions of the District Representative.

(b) If (i) less than all of the Project is taken in such eminent domain proceedings, and if the District determines that such eminent domain proceedings have materially affected the operation of the Project or the ability of the District to meet any of its obligations under the Lease Agreement or (ii) all of the Project is taken in such eminent domain proceedings, then upon receipt of written instruction from the District the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment required to be paid pursuant to Section 4.03 of the Lease Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof.

Section 7.03. Excess Net Proceeds. After the Certificate has been retired and the entire amount of principal and interest with respect to the Certificate and any remaining fees and expenses of the Trustee have been paid in full, the Trustee shall transfer any remaining funds to the District.

Section 7.04. Cooperation. The Corporation shall cooperate with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained

pursuant to Article V of the Lease Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof.

ARTICLE VIII
MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owner of the Certificate, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Corporation, the Trustee or the District or any Owner of the Certificate, or any of them until after the Certificate has been paid in full.

Section 8.02. Investments Authorized. Moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable, in Permitted Investments. Unless otherwise directed, the Trustee shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof.

A District Representative may, by written order filed with the Trustee, direct investment of moneys held by the Trustee in specific Permitted Investments. The Reserve Fund shall be held as an interest-bearing deposit account at the Bank as provided in Article VI and the DSRF Administration Agreement, and the limitations on investments in this Article VIII shall not apply to the Reserve Fund. Investments, if registrable, shall be registered in the name of and held by the Trustee or the Trustee's nominee.

The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as principal or agent in the making or disposing of any investment.

The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article VIII.

The Trustee shall be entitled to rely conclusively upon the written instructions of a District Representative directing investments as to the fact that each investment is permitted by the laws of the State and constitutes a Permitted Investment hereunder, and the Trustee shall not be required to make further investigation with respect thereto.

To the extent that any of the requirements concerning any Permitted Investment embodies a legal conclusion, the Trustee shall be entitled to conclusively rely upon a certificate from the appropriate party or an opinion of counsel to such party that such requirement has been met.

Section 8.03. Allocation of Earnings. All interest or income received by the Trustee on investment of the Lease Payment Fund shall, as received, be retained therein and shall be applied as a credit against the Lease Payment due by the District pursuant to the Lease Agreement on the Lease Payment Date following the date of deposit.

Section 8.04. Accounting. The Trustee shall furnish to the District a semi-annual accounting of all investments, transactions and disbursements made by the Trustee. The Trustee may commingle, at its sole discretion, any of the funds held by it pursuant to this Trust

Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.05. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 8.05, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificate (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code).

ARTICLE IX
THE TRUSTEE

Section 9.01. Appointment of Trustee. The Trustee is hereby appointed by the Corporation and the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement.

(a) General. The Trustee is hereby authorized to pay or redeem the Certificate when duly presented for payment at maturity, or on prepayment, and to cancel the Certificate upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of the payment and discharge of the Certificate. The Trustee shall be compensated for its services rendered pursuant to the provisions of this Trust Agreement and shall be reimbursed for costs and expenses, including attorney's fees, incurred in connection therewith, subject to the provisions of any written agreement between the Trustee and the District.

(b) Successor. So long as no Event of Default occurs and is continuing, the District may, with the written consent of the Owners, remove the Trustee initially appointed, and any successor thereto, on 30 days' written notice and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company that is a corporation organized and doing business under the laws of any state or the United States of America, authorized under such laws to exercise corporate trust powers, which has (or, in the case of a corporation included in a bank holding company system, the related bank holding company has) a combined capital and surplus of at least $50 million and is subject to supervision or examination by federal or state authority, so long as the Certificate is Outstanding.

If such corporation publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trustee shall not be effective until written acceptance of appointment by the successor Trustee.

(c) Resignation. The Trustee may at any time resign by giving written notice to the Corporation and the District and by providing notice by first class mail, postage prepaid, to the Owners at their addresses as shown on the Certificate registration books maintained by the Trustee. Said mailing shall be made prior to the proposed effective date of resignation.

Upon receiving such notice of resignation, the District, with the written consent of the Owners, shall promptly appoint a successor Trustee by an instrument in writing; *provided, however*, that if the District does not appoint a successor Trustee within 30 days following receipt of such notice of resignation, the Corporation may appoint a successor Trustee and if the Corporation does not appoint such successor Trustee, the resigning Trustee, at the expense of the District, may petition any appropriate court having jurisdiction to appoint a successor Trustee.

Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee and receipt by the Trustee of any fees and expenses due and payable to it.

Section 9.02. Liability of Trustee. The recitals of facts, covenants and agreements herein and in the Certificate contained shall be taken as statements, covenants and agreements of the Corporation and the District, and the Trustee neither assumes any responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Trust Agreement or of the Certificate nor shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificate assigned to or imposed upon the Trustee.

Section 9.03. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.04. Protection and Rights of the Trustee.

(a) Good Faith. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) Ownership Claims. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at such Owner's request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

(c) Counsel. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(d) Proof. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the Written Certificate of the District Representative or Corporation Representative and such Written Certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof,

accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(e) Owner. The Trustee may become the Owner of the Certificate with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of the Certificate, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificate then Outstanding.

(f) Powers and Liability. The Trustee may execute any of the powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of its duty hereunder, and the Trustee shall not be liable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be liable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

(g) Limits of Liability. The Trustee undertakes to perform such duties, and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. In accepting the duties hereby enumerated, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the District or the Corporation having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificate. The Trustee shall not be liable in its individual capacity with respect to any action taken or omitted to be taken by the Trustee in good faith in accordance with the written request of the Owners of the Certificate.

(h) No Representations. The Trustee makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Lease Agreement or Trust Agreement for the existence, furnishing or use of the Project.

(i) Enforcement; Knowledge. The Trustee shall not be responsible for the sufficiency or enforceability of the Lease Agreement or the assignment under the Trust Agreement of its rights to receive Lease Payments. The Trustee shall not be deemed to have knowledge of any Event of Default hereunder or under the Lease Agreement

except failure by the District to make Lease Payments unless the Trustee is specifically notified in writing of such Event of Default.

(j) Released and Unclaimed Funds. The Trustee shall not be accountable for the use or application by the District or any other party of any funds which the Trustee has released under this Trust Agreement. Subject to applicable escheat laws, any amounts unclaimed two years after the final prepayment or maturity date of the Certificate, whichever occurs first, shall be paid by the Trustee to the District, and thereafter, the Owner of the Certificate, if unpaid, shall look to the District for the payment of the Certificate.

(k) Non-Liability of Trustee. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or gross negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(l) Acceptance of Instructions. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Trust Agreement and delivered using Electronic Means. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. The District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of

the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(m) District Financial Statements. The Trustee shall have no duty to review, verify or analyze any financial statements furnished to it by the District and shall hold such financial statements solely as a repository for Owners of the Certificate. The Trustee shall not be deemed to have notice of any information contained therein or any Event of Default that may be disclosed therein in any manner.

Section 9.05. Appointment of Successor Trustee. In the event that an Event of Default shall occur or if it shall otherwise be necessary for the Trustee to enforce payment of the Lease Payments, prepayments or any other amount required to be deposited into the Lease Payment Fund or the Insurance and Condemnation Fund, or to exercise any of the remedies set forth in Article XIII hereof, or if it is determined that the Trustee is unable to perform any of the other duties hereunder, the District, with the written consent of the Bank as the Owner, shall appoint a Trustee to succeed to the duties and responsibilities of the Trustee hereunder, such appointment to be effective immediately upon written notice thereof to the Trustee. Any Trustee appointed in such circumstances shall meet the requirements of Section 9.01 hereof. Upon such appointment, the term “Trustee” in this Trust Agreement shall also refer to such Trustee.

ARTICLE X
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificate and the Lease Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least 60% in aggregate principal amount of the Certificate then Outstanding, exclusive of any portion of the Certificate disqualified as provided in Section 10.03, shall have been filed with the Trustee.

No such modification or amendment may:

(1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or

(2) reduce or have the effect of reducing the percentage of the Certificate required for the affirmative vote or written consent to an amendment or modification of the Lease Agreement, or

(3) modify any of the rights or obligations of the Trustee without its written assent thereto.

Any such supplemental agreement shall become effective as provided in Section 10.02.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificate and the Lease Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only

(1) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or

(2) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interest of the Owners of the Certificate, or

(3) if and to the extent specified in an opinion of nationally recognized bond counsel filed with the District, the Corporation and the Trustee, to make such additions, deletions or modifications as may be necessary to assure compliance with section 148(f) of the Tax Code or otherwise as may be

necessary to assure exclusion from gross income for purposes of federal income taxation of the interest component of Lease Payments.

Any such supplemental agreement shall become effective upon its execution and delivery by the parties hereto or thereto as the case may be; provided, however, that so long as the Bank is the Owner of the Certificate, no such supplemental agreement shall become effective without the prior written consent of the Bank.

(c) Counsel. The Trustee may obtain an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trustee may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners.

(a) General. This Trust Agreement or the Lease Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificate is required pursuant to Section 10.01. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trustee to the Owner of each Certificate at his address as set forth in the Certificate Register, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section 10.02.

(b) Effective. Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least 60% in aggregate principal amount of the Certificate then Outstanding (exclusive of any portion of the Certificate disqualified as provided in Section 10.03) and a notice shall have been mailed as hereinafter provided in this Section 10.02. Each such consent shall be effective only if accompanied by proof of ownership of the Certificate for which such consent is given, which proof shall be such as is permitted by Section 2.10.

Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee within five Business Days of the date when the notice of consent hereinafter in this Section 10.02 provided for has been mailed.

Any revocation received by the Trustee later than five Business Days after such notice has been mailed shall be of no force and effect.

(c) Notice. After the Owners of the required percentage of the Certificate have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificate in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of the Certificate and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto).

A record, consisting of the papers required by this Section 10.02 to be filed with the Trustee, shall be conclusive proof of the matters therein stated until the contrary is proved. Such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of the Certificate at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 10.03. Disqualified Certificate. Any portion of the Certificate owned or held by or for the account of the District or by any person directly or indirectly controlling, controlled by, or under direct or indirect common control with the District (except any Certificate held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of the Outstanding Certificate provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of the Certificate Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease Agreement, as the case may be, for any and all purposes.

The District may adopt appropriate regulations to require each Certificate Owner, before such Owner's consent provided for in this Article X shall be deemed effective, to reveal whether the Certificate as to which such consent is given are disqualified as provided in Section 10.03.

Section 10.05. Endorsement or Replacement of Certificate Delivered After Amendments. The District may determine that the Certificate delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for the purpose at the Principal Trust Office, a suitable notation shall be made on such Certificate. The District may determine that a new Certificate, so modified as in the opinion of the District is necessary to conform to such Certificate Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Trust Office, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06. Amendatory Endorsement of Certificate. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificate held by such Owner, provided that due notification thereof is made on such Certificate.

ARTICLE XI
COVENANTS

Section 11.01. Compliance With and Enforcement of Lease Agreement. The District and the Corporation covenant and agree with the Owners of the Certificate to perform all obligations and duties imposed on them under the Lease Agreement and this Trust Agreement. The District or the Corporation, immediately upon receiving or giving any notice or communication or other document in any way relating to or affecting their respective interests in the Project which may or can in any manner affect such interest, will deliver the same, or a copy thereof, to the Trustee. The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease Agreement by the Corporation thereunder.

Section 11.02. Payment of Taxes. The District will, subject to any right of challenge thereof, pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Project or any part thereof, promptly as and when the same shall become due and payable; and the District will keep the Trustee advised in writing of such payments. The District will not suffer the Project, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

Section 11.03. Observance of Laws and Regulations. The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it with respect to the Hospital by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District with respect to the Hospital to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04. Prosecution and Defense of Suits. The District shall promptly, upon request of the Trustee or any Certificate Owner holding at least 25% in principal amount of the Certificate from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing and shall, to the extent permitted by law, prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05. Further Assurances. The Corporation, the District and the Trustee (at the cost and request of the District or the Corporation) will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners of the Certificate the rights and benefits provided herein.

Section 11.06. Filing. The District shall be responsible for the filing of any supplemental instruments or documents of further assurance as may be required by law in order to perfect or

renew the security interests created by this Trust Agreement. Neither the Trustee nor the Corporation shall be responsible for such filing.

Section 11.07. Qualified 501(c)(3) Bond Requirements. The District shall assure that (a) all property financed or refinanced with the proceeds of the Certificate is owned by the District or by an organization described in section 501(c)(3) of the Tax Code; (b) at least 95% of the net proceeds of the Certificate is used for activities of the District or of Adventist (or another organization described in section 501(c)(3) of the Tax Code) that are not unrelated trades or businesses within the meaning of section 513(a) of the Tax Code; (c) not more than 5% of the net proceeds of the Certificate is used in a manner that would satisfy the private business tests of section 141(b) of the Tax Code (applying 5% in place of 10%) or the private loan financing test of section 141(c) of the Tax Code; and (d) the Certificate otherwise satisfies the requirements of section 145 of the Tax Code. The District shall not permit Adventist to cease to be an organization described in section 501(c)(3) of the Tax Code, or to use the Project in an unrelated trade or business, without first obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Certificate from gross income for federal income tax purposes.

Section 11.08. Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Certificate or the Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code.

Section 11.09. Rebate. The District shall comply with section 148(f) of the Tax Code and the Tax Certificate, including by calculating and paying to the United States any rebatable arbitrage when due, except to the extent an exception from the rebate requirement applies and is documented in the Tax Certificate. The Trustee shall have no duty to calculate or pay rebate.

Section 11.10. No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificate which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificate or the Lease Agreement to be "arbitrage bonds" within the meaning of section 148 of the Tax Code.

Section 11.11. Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest with respect to the Certificate from the gross income of the Owners of the Certificate to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

ARTICLE XII
LIMITATION OF LIABILITY

Section 12.01. Limited Liability of District. Except for the payment of Lease Payments and prepayments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in said Agreement, the District shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificate with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificate, or the distribution of Lease Payments to the Owners by the Trustee except as expressly set forth herein.

Section 12.02. No Liability of the Corporation for Trustee Performance. Neither the District nor the Corporation shall have any obligation or liability to the other party or to the Owners of the Certificate with respect to the performance by the Trustee of any duty imposed upon the Trustee under this Trust Agreement.

Section 12.03. Indemnification of Trustee. The District shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of:

(a) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the Corporation or the District;

(b) any breach or default on the part of the Corporation or the District in the performance of any of their respective obligations under the Lease Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Project;

(c) any act of the Corporation or the District or of any of their respective agents, contractors, servants, employees or licensees with respect to the Project;

(d) any act of any assignee of, or purchaser from the Corporation or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project;

(e) the acquisition, construction, installation and equipping of the Project;

(f) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the Corporation or the District;

(g) the Trustee's acceptance, exercise and performance of its powers and duties hereunder, or

(h) the offering and sale of the Certificate.

No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or gross negligence under this Trust Agreement (as finally adjudicated by a court of competent jurisdiction) by the Trustee, its officers or employees. The District's obligations hereunder shall remain valid and binding

notwithstanding maturity and payment of the Certificate or resignation or removal of the Trustee.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificate expressed or implied is intended or shall be construed to give any person other than the District, the Corporation, the Trustee and the Owners of the Certificate, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and said Owners.

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Trust Agreement, the Corporation transfers, assigns and sets over to the Trustee all of the Corporation's rights under the Lease Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including without limitation the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient

(i) to enforce payment of the Lease Payments, prepayments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and

(ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default occurs, then and in each and every such case during the continuance of such Event of Default, the Trustee may (and shall, at the written direction of the Owners of a majority of the principal amount of Certificate then Outstanding), take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder. Notwithstanding anything herein to the contrary, neither the Corporation nor the Trustee may accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable.

Remedies shall be cumulative with respect to the Trustee and the Owners. If any remedial action is discontinued or abandoned, the Trustee and the Owners shall be restored to their former positions.

Section 13.03. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article VII of the Lease Agreement, shall be applied by the Trustee in the following order: (1) billed delinquent interest, (2) past due interest installments, (3) past due principal installments, (4) interest installment due, and (5) principal installment due.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default happens and continues, the Trustee in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificate then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificate by a suit in equity or action at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual to enforce any of its rights or duties hereunder. So long as the Owner is the Bank the Owner shall have the power to initiate and control any action or proceeding for a remedy in its own name and shall not be required to tender any indemnity to the Trustee.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement, or in the Certificate, shall affect or impair the obligation of the District, which is absolute and unconditional subject to Section 3.06 of the Lease Agreement, to pay or prepay the Lease Payments as provided in the Lease Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce such payment. No delay or omission of the Trustee or of any Owner of the Certificate to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners of Certificate may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificate then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificate, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificate opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. So long as the Owner is the Bank, the Owner shall have the power to initiate and control any action or proceeding for a remedy in its own name and shall not be required to tender any indemnity to the Trustee.

Section 13.08. Limitation on Certificate Owners' Right to Sue.

No Owner of any Certificate shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless

(a) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default hereunder;

(b) the Owners of at least a majority in aggregate principal amount of the Outstanding Certificate make written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) said Owners have tendered to the Trustee reasonable indemnity, acceptable to the Trustee, against the costs, expenses and liabilities to be incurred in compliance with such request; provided, however, that so long as the Bank is the sole Owner, this condition shall not apply; and

(d) the Trustee refuses or omits to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of the Certificate of any remedy hereunder; it being understood and intended that no one or more Owners of Certificate shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificate.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District, the Corporation, the Trustee and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and the Owners.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Discharge. The Outstanding Certificate may be paid and discharged in any one or more of the following ways:

(a) Payment. By paying or causing to be paid all the principal with respect to and interest with respect to the Certificate Outstanding, as and when the same become due and payable;

(b) Deposit. By depositing with the Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the Lease Payment Fund and the Reserve Fund (which the District shall cause the Bank to transfer to the Trustee for such purpose, with the consent of the Bank), is fully sufficient to prepay in full the Certificate Outstanding, including all principal and interest, in accordance with Section 4.01;

(c) Effect. Notwithstanding that the Certificate shall not have been surrendered for payment, all rights hereunder of the Owners of the Certificate and all obligations of the Corporation, the Trustee and the District under this Trust Agreement with respect to the Outstanding Certificate shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from deposits pursuant to paragraph (b) of this Section 14.01, to the Owners of the Certificate not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraph (b) of this Section 14.01, the Certificate shall continue to represent direct, undivided and fractional interests of the Owners thereof in Lease Payments under the Lease Agreement.

(d) Payment Date. All monies held or deposited pursuant to subsection (b) above, shall be used to pay and prepay Certificate on the earliest possible date.

(e) Surplus Funds. Any funds held by the Trustee, at the time of one of the events described above in subsections (a) and (b) above, which are not required for the payment to be made to Owners, or for payments to be made to the Trustee by the District (including attorneys' fees), shall be paid over to the District.

(f) No Defeasance. For so long as the Bank is the Owner of the Certificate, the Certificate may not be defeased unless specifically permitted by the Bank in writing.

Section 14.02. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the District, the Corporation, and the Owners of not less than 10% in aggregate principal amount of the Certificate Outstanding, or the agent of any of them, upon reasonable prior notice and during regular business hours.

Section 14.03. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State and federal law as applicable.

Section 14.04. Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Whenever in this Trust Agreement the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.05. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.06. Destruction of Canceled Certificate. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the District of any Certificate, the Trustee may, in lieu of such cancellation and delivery, destroy such Certificate and deliver a certificate of such destruction to the District.

Section 14.07. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.08. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificate expressed or implied is intended or shall be construed to give to any person other than the Corporation, the District, the Trustee and the Owners of the Certificate, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Corporation, the District, the Trustee and the Owners of the Certificate delivered hereunder.

Section 14.09. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.10. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefor herein.

Section 14.11. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trustee in trust for the payment of the principal or interest due with respect to any Certificate and remaining unclaimed two years from the date of prepayment of such Certificate, or if the law shall have been changed and the District has notified the Trustee of such change or the Trustee notifies the District, then on the date 30 days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the District free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Trustee may (at the cost and request of the

District) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the amounts so payable and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. The Trustee shall not be liable for any interest on funds held by it. The District shall not be liable for any interest on the sums paid to it pursuant to this Section 14.11 and shall not be regarded as a Trustee of such money.

Section 14.12. Separability of Invalid Provisions. If any one or more of the provisions contained in this Trust Agreement or in the Certificate is for any reason held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificate pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

Section 14.13. Additional Rights of the Original Purchaser. The following provisions shall apply so long as the Original Purchaser owns 100% of the Certificate:

(a) Notwithstanding any other provision of this Trust Agreement, the Original Purchaser shall have the right to consent to the appointment of any successor Trustee appointed after the resignation or removal of the Trustee.

(b) Notwithstanding any other provision of this Trust Agreement, the Original Purchaser shall have the right to consent to any amendment to this Trust Agreement, the Lease Agreement, the DSRF Administration Agreement, the Deposit Account Control Agreement or any other agreement related to the Certificate.

(c) The District shall inform the Original Purchaser promptly upon the occurrence of a Determination of Taxability or an Event of Default, and of any event that may have a material adverse impact on the Project, the Pledged Revenues, the Lease Payments or the financial condition of the District.

(d) The Original Purchaser is hereby expressly made a third party beneficiary of this Trust Agreement.

(e) The Trustee or the District, as applicable, shall notify the Original Purchaser of any failure of the District to provide relevant notices, certificates or other similar documents required under this Trust Agreement or the Lease Agreement.

(f) The District shall pay or reimburse the Original Purchaser for the reasonable and documented charges, fees, costs and expenses (including reasonable attorneys' fees) that the Original Purchaser may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security under this Trust Agreement, the Lease Agreement, the DSRF Administration Agreement or the Deposit Account Control Agreement; (ii) the pursuit of any remedies under those agreements or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to those agreements, whether or not executed or

completed; (iv) the violation by the District of any law, rule, or regulation or any judgment, order or decree applicable to it; (v) any litigation or other dispute in connection with those agreements; or (vi) any taxes, interest, fees or penalties imposed on the Original Purchaser as a result of a Determination of Taxability, together with interest on the Certificate at the Taxable Rate from the Taxable Date.

(g) Notwithstanding anything herein to the contrary, the Certificate shall not be required to be surrendered for any payment other than final payment. In addition, notice of prepayment shall not be required for regularly scheduled principal installment payments made pursuant to the terms hereof.

(h) The Certificate shall be initially delivered as a single, fully registered Certificate in the name of the Original Purchaser and shall not be delivered in book-entry form. The Certificate shall not be assigned a CUSIP number, be issued pursuant to any offering document or official statement, or receive a rating from any rating agency.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

MENDOCINO COAST HEALTH CARE DISTRICT

By _____
Katharine Wylie
Agency Administrator

CSDA FINANCE CORPORATION,
as Lessor

By _____
Neil McCormick
Chief Executive Officer

EXHIBIT A

DEFINITIONS

"Adventist" means Adventist Health Mendocino Coast, a California nonprofit public benefit corporation.

"Adventist Lease" means the Lease between the District and Adventist dated May 5, 2020.

"*Bank*" means Tri Counties Bank, a California state-chartered bank, as the first purchaser of the Certificate upon its delivery by the Trustee on the Closing Date.

"*Board*" means the Board of Directors of the District.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Trustee has its principal trust office are authorized or obligated by law or executive order to be closed.

"Certificate" means the $[_____] Mendocino Coast Health Care District Certificate of Participation (2026 Seismic Improvements Project), dated the Closing Date, executed and delivered pursuant to this Trust Agreement.

"Closing Date" means December 10, 2026, the date upon which there is a physical delivery of the Certificate in exchange for the amount representing the purchase price of all or the first advance of a portion of the purchase price of the Certificate by the Original Purchaser.

"*Corporation*" means the CSDA Finance Corporation, a non-profit public benefit corporation organized and existing under and by virtue of the laws of the State of California.

"*Corporation Representative*" means the President of the Corporation, the Treasurer of the Corporation or the Secretary of the Corporation, and such other officers or employees of the Corporation as the President or the Treasurer may designate to undertake the action referenced in this Trust Agreement or the Lease Agreement as required to be undertaken by a Corporation Representative.

"County" means the County of Mendocino, California.

"*Debt Service*" means the scheduled amount of interest and amortization of principal payable with respect to the Certificate during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning or during such period.

"Default Rate" means the then applicable interest rate plus 3%.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the financing of the Project from the proceeds of the Certificate, including but not limited to: filing costs, settlement costs, printing

costs, reproduction and binding costs, initial fees and charges and first year's administration fee of the Trustee, Trustee's counsel fees and expenses, financing discounts, legal fees and charges, financial and other professional consultant fees, fees for execution, transportation and safekeeping of the Certificate, travel expenses and charges and fees in connection with the foregoing.

"Deposit Account Control Agreement" means the Deposit Account Control Agreement, dated as of the Closing Date, by and among the District, the Bank, as depository bank, and the Trustee, as secured party for the benefit of the Owner of the Certificate, with respect to the Tax Revenue Account, substantially in the form attached hereto as Exhibit E, as amended and supplemented from time to time.

"*Determination of Taxability*" means (a) the issuance of a statutory notice of deficiency, technical advice memorandum or other written determination by the Internal Revenue Service, (b) a final decision of any court of competent jurisdiction, or (c) receipt by the Trustee or any Owner of a written opinion of Bond Counsel, in each case to the effect that interest on the Certificate is includable in the gross income of an Owner for federal income tax purposes, or (d) the occurrence of any change in law or the failure of the District to comply with any covenant relating to the tax-exempt status of the Certificate that results in interest on the Certificate being includable in the gross income of an Owner for federal or State income tax purposes.

"District" means the Mendocino Coast Health Care District, a Health Care District organized and existing under the laws of the State of California, including the provisions of Chapter 1, Division 23 of the California Health & Safety Code.

"District Representative" means the President or Vice President of the Board, the General Manager of the District, the Agency Administrator of the District, the Chief Financial Officer of the District, the Secretary of the Board, the District Counsel, or any other officer or employee authorized by the Board or by a District Representative to undertake the action referenced in this Trust Agreement or the Lease Agreement as required to be undertaken by a District Representative.

"DSRF Administration Agreement" means the Debt Service Reserve Fund Administration Agreement, dated as of December 1, 2026, by and among the District, the Trustee, as secured party for the benefit of the Owner of the Certificate, and Tri Counties Bank, as depository bank, substantially in the form attached hereto as Exhibit F, as amended and supplemented from time to time.

"*Event of Default*" means an event of default under Section 7.01 of the Lease Agreement.

"Fair Market Value" means for purposes of valuing the Permitted Investments, the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "fair market value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if

(i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code,

(ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code,

(iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or

(iv) any commingled investment fund in which the District and related parties do not own more than a 10% beneficial interest if the return paid by such fund is without regard to the source of investment.

The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of a District Representative in any written directions of a District Representative.

"*Federal Securities*" means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) the United States of America, or obligations the timely payment of principal of and interest on which are guaranteed by, the United States of America.

"*Fiscal Year*" means any period of 12 consecutive months established by the District as its fiscal year and shall initially mean the period commencing July 1 of one year and ending on June 30 of the following year.

"*Gross Revenues*" means all gross charges received for, and all other gross income and receipts derived by the District from, the ownership of the Hospital, including lease payments under the Adventist Lease, or otherwise arising from the District's facilities, and investment earnings on such charges, income and receipts.

Gross Revenues shall *not* include (i) refundable deposits made to establish credit, (ii) the proceeds of Property Tax Revenues, (iii) the proceeds of any special assessments or special taxes levied upon real property within any district established by the District for the purpose of paying special assessment bonds or special tax obligations relating to the District facilities, and (iv) revenues derived from the operation of the Hospital by Adventist or any other operator or lessee (other than lease or rental payments payable to the District).

"*Hospital*" means the critical access hospital located in Fort Bragg, California, known as Mendocino Coast District Hospital.

"*Independent Counsel*" means an attorney or a firm of attorneys duly admitted to the practice of law before the highest court of the state in which he or such firm maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"*Insurance and Condemnation Fund*" means the fund by that name established pursuant to Article VII of this Trust Agreement and held by the Trustee.

"Interest Payment Date" means February 1 and August 1 of each year, commencing February 1, 2027.

"*Interest Rate*" means the rate of interest to be paid on the Certificate which is 4.85% per annum.

"Irrevocable Request and Direction" means an Irrevocable Request and Direction to Mendocino County for Disposition of General Ad Valorem Property Tax Revenues, executed by the District and acknowledged by the County, directing the County to remit the Property Tax Revenues directly to the Trustee, substantially in the form attached hereto as Exhibit D, as the same may be amended or supplemented from time to time in accordance with its terms.

"*Lease Payment*" means any payment required to be paid by the District to the Corporation pursuant to Section 3.05 of the Lease Agreement.

"*Lease Payment Date*" means each Interest Payment Date.

"*Lease Payment Fund*" means the fund designated "Mendocino Coast Health Care District Lease Payment Fund" established and held by the Trustee pursuant to Article V of this Trust Agreement.

"*Lease Agreement*" means the Lease-Purchase Agreement, dated as of the date of this Trust Agreement, by and between the Corporation and the District, and any duly authorized and executed amendment or supplement thereto.

"*Net Proceeds*" means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Original Purchaser*" means Tri Counties Bank, a California state-chartered bank, as the first purchaser of the Certificate upon its delivery by the Trustee on the Closing Date.

"***Outstanding,***" when used as of any particular time with respect to the Certificate, means (subject to the provisions of Section 10.03 of the Trust Agreement) the Certificate theretofore executed and delivered by the Trustee under the Trust Agreement, unless:

(a) the Certificate has been canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) another Certificate has been executed and delivered by the Trustee in lieu of or in exchange for the Certificate pursuant to Section 2.08; or

(c) the Certificate has been paid or deemed to have been paid within the meaning of Section 14.01.

"***Owner***" or "***Certificate Owner***" or "***Owner of a Certificate,"*** or any similar term, means the person or entity in whose name a Certificate is registered.

"*Parity Obligations*" means (i) the Lease Payments, and (ii) the payments made pursuant to any other indebtedness or other obligations (including leases agreements) hereafter

issued or incurred and secured by a pledge of and lien on Property Tax Revenues and/or Gross Revenues equally and ratably with the Lease Payments.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein, provided that the same are of appropriate maturity and acquired at Fair Market Value and provided, further, that the investments as defined in the then-current version of the District's investment policy shall control:

(a) Federal Securities;

(b) bonds, debentures or notes issued by any of the following: Banks for Cooperatives, Federal Land Banks or Federal National Mortgage Association (including participation certificate and Federal Farm Credit Banks Consolidated System Bonds);

(c) bonds or obligations of the State of California which are rated "AA" or better by S&P;

(d) interest bearing demand or time deposits (including certificates of deposit) in national banks, state banks, federal savings and loan associations or state chartered savings and loan associations, which have deposits insured by the Federal Deposit Insurance Corporation (the "FDIC"); provided, however, that the portion of such certificates of deposit in excess of the amount insured by the FDIC, if any, shall be with a provider whose short term S&P rating is "A-1+" or better;

(e) repurchase agreements with

(i) any institution with long-term debt rated in one of the two highest Rating Categories by S&P;

(ii) any corporation or other entity that falls under the jurisdiction of the Federal Bankruptcy Code, provided that:

(A) the term of such repurchase agreement is less than one year or due on demand;

(B) the Trustee has possession of the collateral;

(C) the market value of the collateral is maintained as follows:

(1) if valued daily and with a remaining maturity of (a) one year or less, at 102%; (b) five years or less, at 105%; (c) ten years or less, at 106%; (d) fifteen years or less, at 108%; and (e) thirty years or less, at 114%;

(2) if valued weekly and with a remaining maturity of (a) one year or less, at 103%; (b) five years or less, at 111%; (c) ten years or less, at 112%; (d) fifteen years or less, at 114%; and (e) thirty years or less, at 120%;

(3) if valued monthly and with a remaining maturity of (a) one year or less, at 106%; (b) five years or less, at 118%; (c) ten years or less, at 123%; (d) fifteen years or less, at 128%; and (e) thirty years or less, at 138%; and

(4) if valued quarterly and with a remaining maturity of (a) one year or less, at 107%; (b) five years or less, at 120%; (c) ten years or less, at 130%; (d) fifteen years or less, at 133%; and (e) thirty years or less, at 140%

(D) failure to maintain the requisite collateral levels will require the Trustee to liquidate the collateral immediately;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) the repurchase securities are free and clear of any third party lien or claim; or

(iii) with financial institutions insured by the FDIC or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investor Protection Corp. ("SIPC"), provided that

(A) the market value of the collateral is maintained as described in (ii)(C) above;

(B) the Trustee has possession of the collateral;

(C) the Trustee has a perfected first priority security interest in the collateral;

(D) the collateral is free and clear of any third party lien or claim and, in the case of a broker-dealer with "retail customers" which falls under the jurisdiction of SIPC, the collateral was not acquired pursuant to a repurchase agreement or a reverse repurchase agreement;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) failure to maintain the requisite collateral levels will require the Trustee to liquidate the collateral immediately; and

(f) money market funds consisting of Federal Securities, which are rated in the highest Rating Category by S&P;

(g) the Local Agency Investment Fund of the State of California.

"*Pledged Revenues*" means Property Tax Revenues and Gross Revenues.

"*Prepayment*" means any payment applied towards the prepayment of the Lease Payments, in whole or in part, pursuant to Article IV of the Lease Agreement.

"Principal Amount" means the aggregate principal amount with respect to the Certificate, being $[_____].

"Principal Trust Office" means the corporate trust office of the Trustee at 633 West Fifth Street, 24th Floor LM-CA-T24T, Los Angeles, CA 90071, Attention: Global Corporate Trust, or at such other address designated by the Trustee by written notice filed with the District and the Corporation.

"***Proceeds***" when used with reference to the Certificate, means the face amount of the Certificate, plus accrued interest and premium, if any, less original issue discount, if any.

"*Project"* means the improvements to the Hospital described in Exhibit A to the Lease Agreement.

"*Project Fund*" means the fund by that name established and held by the Trustee pursuant to Section 3.01 of the Trust Agreement.

"Property Tax Fund" means the fund by that name established and held by the Trustee pursuant to Section 5.06 of the Trust Agreement.

"Property Tax Revenues" means all general ad valorem property tax revenues levied on taxable property within the District and allocated to the District as its share of the 1% ad valorem property tax levied and collected by the County pursuant to Section 1 of Article XIIIA of the California Constitution, together with any interest and penalties thereon, but excluding revenues from any special taxes, special assessments or other charges separately levied or assessed. To be clear, Property Tax Revenues does not include revenues derived from property taxes pledged to payment of general obligation bonds.

"*Rating Category*" means, with respect to any Permitted Investment, one or more of the generic categories of rating by S&P applicable to such Permitted Investment, without regard to any refinement or gradation of such rating category by a plus or minus sign.

"*Regular Record Date*" means the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

"*Reserve Fund*" means the fund of that name established under Article VI of the Trust Agreement and held by the Bank.

"*Reserve Requirement*" means an amount equal to the maximum amount of interest coming due with respect to the Certificate in any one year, being $[_____]; provided that the Reserve Requirement shall not at any time exceed the least of:

(a) 10% of the original Principal Amount of the Certificate;

(b) 125% of average annual Debt Service for the Certificate; or

(c) maximum annual Debt Service for the Certificate.

"*S&P*" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, or its successors.

"*State*" means the State of California.

"Tax Certificate" means the [Tax Certificate and Agreement] executed and delivered by the District on the Closing Date with respect to the Certificate, as amended or supplemented from time to time.

"*Tax Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Lease Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Tax Code.

"*Tax Revenue Account*" means the deposit account of the District maintained at the Bank and designated "Mendocino Coast Health Care District Tax Revenue Account (2026 Seismic Improvements Project)," as identified in Attachment A to the Deposit Account Control Agreement, or any successor account approved in writing by the Bank.

"Taxable Date" means the date on which interest on the Certificate is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.

"Taxable Rate" means, for any date of determination, the rate of interest per annum equal to the product of the interest rate on the Certificate then in effect multiplied by 1.55; provided that the Taxable Rate shall not exceed the maximum rate permitted by applicable law.

"*Term of the Lease Agreement*" means the time during which the Lease Agreement is in effect which begins on the Closing Date and ends on the date no obligations of the District hereunder and under the Lease Agreement remain unfulfilled.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"Trust Agreement" means this Trust Agreement, dated as of December 1, 2026, by and among the Trustee, the Corporation and the District, together with any amendments or supplements thereto permitted to be made thereunder.

"***Written Certificate***" of the District means a written certificate signed in the name of the District by a District Representative as contemplated by and containing the elements required by Section 1.03 of the Trust Agreement and Section 1.03 of the Lease Agreement.

EXHIBIT B

FORM OF CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE, AND HAS BEEN EXECUTED AND DELIVERED PURSUANT TO AN EXEMPTION FROM REGISTRATION. THIS CERTIFICATE IS BEING DELIVERED WITHOUT AN OFFICIAL STATEMENT OR OTHER OFFERING DOCUMENT AND HAS NOT BEEN RATED.

THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN WHOLE AND NOT IN PART, AND ONLY TO A TRANSFEREE THAT IS EITHER AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT, THAT DELIVERS TO THE TRUSTEE AND THE DISTRICT AN INVESTOR LETTER SUBSTANTIALLY IN THE FORM ATTACHED TO THE TRUST AGREEMENT AS EXHIBIT G, CONFIRMING THAT SUCH TRANSFEREE (i) HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THIS CERTIFICATE, (ii) HAS MADE ITS OWN CREDIT DECISION AND HAS HAD ACCESS TO ALL INFORMATION IT DEEMS NECESSARY, AND (iii) IS ACQUIRING THIS CERTIFICATE FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, ANY DISTRIBUTION HEREOF. THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED IN A PUBLIC OFFERING OR IN ANY FRACTIONAL OR PARTICIPATING INTEREST.

No. R-1 ***$[_____]***

CERTIFICATE OF PARTICIPATION
(2026 Seismic Improvements Project)
Evidencing the Direct, Undivided Fractional Interests of the Owner Thereof in Lease Payments to be Made by the
MENDOCINO COAST HEALTH CARE DISTRICT
for the Lease of Certain Property Pursuant to a Lease-Purchase Agreement with the
CSDA FINANCE CORPORATION

RATE OF INTEREST:	DATED DATE:
4.85%	December 10, 2026

REGISTERED OWNER: Tri Counties Bank

PRINCIPAL AMOUNT: *** [_____] DOLLARS AND NO CENTS***($[_____])

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a direct, undivided fractional interest in Lease Payments (the "Lease Payments") payable under the Lease-Purchase Agreement dated as of December 1,

2026 (the "Lease Agreement") by and between the CSDA FINANCE CORPORATION (the "Corporation"), a non-profit public benefit corporation organized and existing under and by virtue of the laws of the State of California, and the MENDOCINO COAST HEALTH CARE DISTRICT (the "District"), a health care district organized and existing under the laws of the State of California, including the provisions of Chapter 1, Division 23 of the California Health & Safety Code. The Lease Payments and certain other rights and interests under the Lease Agreement have been assigned to U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"), having an office in the location described in the Trust Agreement referred to below.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease Agreement, on the dates identified below, or any earlier prepayment date, the principal amounts identified below representing a direct, undivided fractional share of the portion of the Lease Payments designated as principal as follows:

Payment Date	Interest Amount	Principal Amount
February 1, 2027	$	--
August 1, 2027		--
February 1, 2028		--
August 1, 2028		--
February 1, 2029		--
August 1, 2029		--
February 1, 2030		--
August 1, 2030		--
February 1, 2031		--
August 1, 2031		--
February 1, 2032		$
August 1, 2032		
February 1, 2033		
August 1, 2033		

and to receive on February 1, 2027, and semiannually thereafter on February 1 and August 1 of each year (each an "Interest Payment Date") as shown above until payment in full of said principal the Registered Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable at the above stated Rate of Interest from the Dated Date identified above. The registered Owner's share of the portion of the Lease Payments designated as interest is the result of the multiplication of the share of the portion of the Lease Payments designated as principal as shown above, by the rate of Interest per annum identified above. Principal represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Principal Trust Office (except that, so long as the Bank is the Registered Owner, surrender shall be required only upon final payment), and interest represented hereby is payable by wire transfer by the Trustee on each Interest Payment Date to the registered Owner as of the preceding Regular Record Date. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by wire transfer or such other electronic funds transfer method as the Trustee may make available.

This Certificate is executed and delivered by the Trustee pursuant to the terms of a Trust Agreement by and among the Trustee, the Corporation and the District, dated as of December

1, 2026 (the "Trust Agreement"). The District has certified that it is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California, for the purpose of paying and reimbursing the payment of the costs of certain public capital improvements. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Office of the Trustee) for a description of the terms on which the Certificate is delivered, the rights thereunder of the owners of the Certificate, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease Agreement, to all of the provisions of the Lease Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated under the Lease Agreement to pay the Lease Payments from Pledged Revenues (as such terms are defined in the Trust Agreement). The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy any form of taxation, and, other than the pledge of the Property Tax Revenues under the Lease Agreement and the Trust Agreement, the District has not pledged any form of taxation therefor. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificate is subject to optional prepayment as set forth in the Trust Agreement.

The Certificate is subject to mandatory prepayment on any date, in whole, or in part, from the net proceeds of insurance or eminent domain proceedings, in either case deposited with the Trustee, which are credited towards the prepayment of the Lease Payments pursuant to the Lease Agreement, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium or penalty.

As provided in the Trust Agreement, notice of prepayment shall be mailed by the Trustee by first class mail, postage prepaid, not less than 20 nor more than 60 days before the prepayment date, to the Registered Owner of the Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided herefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate representing the same principal amount and representing the same rate of interest and maturity date, will be delivered to the transferee in exchange herefor. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of at least 60% in aggregate principal amount of the Certificate then outstanding, and may be amended without such consent under certain circumstances; provided

that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trustee has no obligation or liability to the registered owners of the Certificate to make payments of principal, or interest with respect to the Certificate except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the registered owners of the Certificate the various funds and accounts established under the Trust Agreement and to perform the other duties expressly imposed upon it under the Trust Agreement.

The District has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Lease Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Executed as of the Dated Date first written above.

U.S. Bank Trust Company, National Association, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____ _____attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor.

_____

Note: The signature(s) on this Assignment must correspond with the name (s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

FORM OF PROJECT FUND WRITTEN REQUISITION

WRITTEN REQUISITION NO.: _____

U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor LM-CA-T24T
Los Angeles, CA 90071
Attention: Global Corporate Trust

Re: $[_____] Mendocino Coast Health Care District
Certificate of Participation (2026 Seismic Improvements Project)

Ladies and Gentlemen:

In accordance with the terms of a Trust Agreement, dated as of December 1, 2026 (the "Trust Agreement"), by and among you, CSDA Finance Corporation and the Mendocino Coast Health Care District (the "District"), you are hereby authorized and requested to make immediate disbursement of funds held by you in the Project Fund for Project costs and/or Delivery Costs (as defined in the Trust Agreement) pursuant to Section 3.01 of the Trust Agreement.

You are hereby requested to pay from the Project Fund established by the Trust Agreement, to the person(s), corporation(s) or other entity(ies) designated on Schedule A attached hereto, in payment of all or a portion of the Project Costs and/or other costs, as described on said Schedule.

The undersigned hereby certifies that (i) no part of the amount requested herein has been included in any other request previously filed with you; (ii) to the knowledge of the undersigned, there has not been filed with or served upon the District any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder; and (iii) the labor, services and/or materials covered hereby have been performed upon or furnished relating to the Project costs and/or other costs and the payment requested herein is due and payable under a purchase order, contract or other authorization;

Dated: _____, 20__.

MENDOCINO COAST HEALTH CARE DISTRICT
as Lessee

By _____
[_____]
District Representative

SCHEDULE A

Payee Name	Address & Payment Instructions	Purpose of Obligation	Amount
[_____]	[_____]	Project Costs	$[_____]
			$
			$
			$
			$
			$

EXHIBIT D

FORM OF IRREVOCABLE REQUEST AND DIRECTION

$[_____]
MENDOCINO COAST HEALTH CARE DISTRICT
(Mendocino County, California)
Certificate of Participation (2026 Seismic Improvements Project)

IRREVOCABLE REQUEST AND DIRECTION TO MENDOCINO COUNTY FOR DISPOSITION OF GENERAL AD VALOREM PROPERTY TAX REVENUES

The undersigned hereby states and certifies:

(i) that the undersigned is a duly appointed, qualified and acting District Representative of the Mendocino Coast Health Care District, California, a Health Care District organized and existing under the laws of the State of California, including the provisions of Chapter 1, Division 23 of the California Health & Safety Code (the "District"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of the District;

(ii) that the Trustee has executed and delivered the $[_____] Mendocino Coast Health Care District Certificate of Participation (2026 Seismic Improvements Project) (the "Certificate"), evidencing direct, undivided fractional interests in lease payments (the "Lease Payments") to be made by the District pursuant to that certain Lease-Purchase Agreement, dated as of December 1, 2026 (the "Lease Agreement"), by and between the District and the CSDA Finance Corporation, a non-profit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), the Corporation's rights under which have been assigned to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to that certain Trust Agreement, dated as of December 1, 2026 (the "Trust Agreement"), by and among the Trustee, the Corporation and the District, to finance the costs of certain seismic improvements to the District's hospital facility (the "Project");

(iii) that the District's obligation to pay the Lease Payments will be secured in part by the general ad valorem property tax collected by the County of Mendocino (the "County") which is allocable to the District;

(iv) that in order to secure the payment of the Lease Payments, the District is required, pursuant to Section 5.06(a)(ii) of the Trust Agreement, to direct the County to remit all "Property Tax Revenues," (defined as "all general ad valorem property tax revenues levied on taxable property within the District and allocated to the District as its share of the 1% ad valorem property tax levied and collected by the County pursuant to Section 1 of Article XIIIA of the California Constitution, together with any interest and penalties thereon, but excluding revenues from any special taxes, special assessments or other charges separately levied or assessed") as received, directly to the Trustee, rather than to the District;

(v) that the District hereby irrevocably directs the County to remit all Property Tax Revenues, as received, commencing immediately, less any amounts for administrative or other

processing expenses, fees, costs, and charges incurred by the County in carrying out this direction, to the Trustee, for deposit in the Property Tax Fund established under the Trust Agreement, so long as the Certificate is outstanding, as follows:

ACH Instructions

BBK: U.S. Bank Trust Company, National Association
ABA: [_____]
BNF: [_____]
A/C: [_____]
Ref: Mendocino Coast Health Care District – 2026 Seismic Improvements Project

(vi) that other than as expressly provided herein, the transfer of moneys by the County as directed above shall impose no liability or obligations on the County. The District agrees to indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the "Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject, because of action or inaction related to the Certificate and/or this Direction. The District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions;

(vii) that the District will not take any action, including any amendment or modification of this direction, without the written consent of the Trustee and Tri Counties Bank, as the original purchaser of the Certificate;

(viii) that the District acknowledges and agrees this direction is for the benefit of the Trustee and the original purchaser, and the Trustee and the original purchaser are direct and intended beneficiaries of this direction; and

(ix) that this direction supersedes and cancels any existing instructions regarding the Property Tax Revenues previously provided by the District to the County.

Dated: December 1, 2026

MENDOCINO COAST HEALTH CARE DISTRICT

By _____
District Representative

The Mendocino County Auditor-Controller hereby acknowledges receipt of the direction of the Mendocino Coast Health Care District and agrees to deliver the Property Tax Revenues collected by the County to the designated account.

MENDOCINO COUNTY AUDITOR-CONTROLLER, acting on behalf of Mendocino County

By _____,
Auditor-Controller

EXHIBIT E

FORM OF DEPOSIT ACCOUNT CONTROL AGREEMENT

$[_____]
MENDOCINO COAST HEALTH CARE DISTRICT
(Mendocino County, California)
Certificate of Participation (2026 Seismic Improvements Project)

This Deposit Account Control Agreement (this "Agreement") is by and among the Parties listed below, and is dated for reference purposes as of December 1, 2026.

PARTIES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee under the Trust Agreement referred to below, for the benefit of the Owner of the Certificate ("Secured Party");

MENDOCINO COAST HEALTH CARE DISTRICT, a health care district organized and existing under the laws of the State of California ("Customer"); and

TRI COUNTIES BANK, a California state-chartered bank ("Bank").

BACKGROUND

Customer has granted Secured Party a security interest (the "Security Interest") in the deposit account listed on Attachment A (the "Account") maintained by Customer at Bank and in all funds now in or hereafter deposited into the Account, including any interest earned thereon. The Parties are entering into this Agreement to give Secured Party "control" over the Account, as that term is defined in California Commercial Code §9104. Customer, CSDA Finance Corporation and Secured Party are parties to a Trust Agreement dated as of December 1, 2026 (the "Trust Agreement") relating to the $[_____] Mendocino Coast Health Care District Certificate of Participation (2026 Seismic Improvements Project) (the "Certificate"), and the Account is the "Tax Revenue Account" referred to in the Trust Agreement. Capitalized terms used and not defined herein have the meanings given to them in the Trust Agreement.

AGREEMENT

1. **Representations and Warranties by Bank.** Bank represents and warrants to Secured Party that: (a) Bank maintains the Account; (b) Customer is the owner of the Account that is shown on the Bank's books and records; and (c) Bank has not been notified of any interest in the Account claimed by any party other than the Parties.

2. **Effect of Deposit Agreements.** Customer's and Bank's rights, duties and obligations with respect to the Account are set forth in the Business Deposit Account Agreement and Disclosures between Bank and Customer, together with any ancillary agreements entered into with respect to specific services provided by Bank to Customer (collectively, the "Deposit Agreements").

3. **Customer's Rights in Account**. Until such time as Secured Party delivers a Notice of Exclusive Control to Bank (in the form attached hereto as Attachment B and incorporated herein by this reference), Bank shall comply with Customer's instructions directing the withdrawal, payment, transfer or other disposition of funds in the Account ("Instructions") according to the terms of the Deposit Agreements. Nothing in the foregoing shall, or shall be construed to, limit, impair, or otherwise adversely affect the Security Interest.

3A. **Limited Draw by Secured Party**. At any time, whether or not Customer is in default and without delivering a Notice of Exclusive Control, Secured Party may deliver to Bank a written instruction, substantially in the form of Attachment C (a "Limited Draw Instruction"), directing Bank to transfer from the Account to Secured Party, for deposit in the Property Tax Fund or the Lease Payment Fund established under the Trust Agreement, the amount specified therein (not to exceed the available balance in the Account), as contemplated by Section 5.06(c) of the Trust Agreement. Bank shall comply with a Limited Draw Instruction received by Bank before 10:00 a.m. on a Business Day on that Business Day, and otherwise no later than the next Business Day. A Limited Draw Instruction is not a Notice of Exclusive Control and shall not suspend or terminate Customer's rights under Section 3 with respect to funds remaining in the Account.

4. **Control of Account by Secured Party**. If Customer defaults on its obligations to Secured Party under the documents evidencing or executed in connection with the Security Interest, Secured Party may send Bank a Notice of Exclusive Control in the manner described in Section 13(d) hereof. Within a reasonable time after Bank receives a Notice of Exclusive Control, but in any event no later than the third (3rd) Business Day following the date of receipt, and until the Secured Party has rescinded such Notice of Exclusive Control, and without requiring the consent of Customer: (a) Bank will comply solely with Instructions originated by Secured Party with respect to the Account and any and all funds therein, including, without limitation, any withdrawals from the Account or any other disposition of the funds therein, and (b) Bank will cease complying with Instructions concerning the Account or funds on deposit therein originated by Customer. Without in any way limiting the foregoing, in the event of any dispute between Secured Party and Customer (including but not limited to a dispute as to whether Customer has defaulted on its obligations to Secured Party), Bank shall, in all circumstances after a Notice of Exclusive Control has been given, and until it is rescinded, follow the directions of Secured Party and shall not follow the directions of Customer. A "Business Day" is any day on which the Bank's branches are open for business, except Saturdays.

5. **Condition Precedent**. Secured Party agrees it is a condition precedent to Bank's obligation to comply with a Notice of Exclusive Control and subsequent Instructions given by Secured Party that Secured Party has provided Bank with such documentation as Bank may from time to time reasonably request to evidence the authority of those officers, employees or agents executing a Notice of Exclusive Control and giving Instructions on behalf of Secured Party. As of the date of this Agreement, the following individuals are authorized to execute a Notice of Exclusive Control and to give Instructions on behalf of Secured Party.

[**List of authorized individuals of Secured Party to be inserted**.]

6. **Priority of Secured Party's Security Interest; Rights Reserved by Bank**. Except as set forth in this Section 6, Bank agrees that all of its present and future rights against the Account are subordinated to Secured Party's security interest therein. Secured Party agrees that nothing herein subordinates or waives, and that Bank expressly reserves, its right to collect all of its usual and customary charges for services rendered in connection with the Account ("Account Fees"), and all of its present and future rights (whether described as a chargeback, a reversal or otherwise, and whether available to Bank under law or regulation, or under the Deposit Agreements) with respect to the following (collectively, the "Returned Items"):

(a) Items deposited to the Account and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of such returns or the occurrence or timeliness of any drawee's or payee's notice of non-payment of such items;

(b) ACH or other automated deposit entries credited to the Account and later reversed, whether for insufficient funds or for any other reason, and without regard to the timeliness of such reversal;

(c) Claims of breach of transfer or presentment warranties under the Uniform Commercial Code, as adopted in the applicable state, made against Bank in connection with items deposited to the Account;

(d) Chargebacks to the Account of credit card transactions;

(e) Erroneous entries to the Account, regardless of who is responsible for the error.

7. **Returned Item Amounts and Account Fees**. Customer and Secured Party understand and agree that Bank will pay Returned Items and Account Fees by debiting the Account. Customer agrees to pay the amount of any Returned Items and Account Fees immediately upon demand to the extent there are not sufficient funds in the Account to cover such amounts on the day of such debits. Secured Party shall pay to Bank, within twenty (20) days after Bank's demand on Secured Party: (a) the amount of any outstanding Account Fees incurred after Secured Party has delivered a Notice of Exclusive Control, to the extent funds are not available in the Account and the Account Fees have not been paid by Customer, and (b) the aggregate amount of Returned Items that have not been paid in full by Customer within ten (10) days after Bank's demand on Customer, but only to the extent that Secured Party received proceeds from the corresponding Returned Items; provided, however, that if Bank is stayed from making such demand upon Customer as a result of a bankruptcy, legal process or similar proceeding, then Bank shall be deemed to have made such demand upon Customer prior to the commencement of such proceeding. Bank agrees that any demand upon Secured Party for payment of such amounts shall be made within one hundred eighty (180) days after termination of this Agreement.

8. **Statements**. Bank will make Account statements available to Customer as and when required by the Deposit Agreements. Bank will make a copy of the most recent Account statement available to Secured Party upon request (except after receipt of a Notice of Exclusive Control, in which case Bank will thereafter make all Account statements available to Secured Party until the Notice of Exclusive Control is rescinded). Customer and/or Secured Party shall have the time periods prescribed by law or in the Deposit Agreements (whichever is shorter) after receipt of a statement for the Account to notify Bank of any error in such statement. Bank

may disclose to Secured Party such information concerning the Account as Secured Party may from time to time request; provided, however, that Bank shall have no duty or obligation to disclose to Secured Party any information that Bank does not ordinarily make available to its depositors.

9. **Bank's Responsibility.**

(a) Bank will not be liable to Secured Party for complying with Instructions from Customer that are received by Bank before Bank receives and has had a reasonable opportunity to act on a Notice of Exclusive Control.

(b) Bank will not be liable to Customer for complying with Instructions originated by Secured Party after receipt of a Notice of Exclusive Control, even if Customer notifies Bank that Secured Party is not entitled to issue Instructions or that there is a dispute between Customer and Secured Party, unless Bank does so after it is served with an injunction, restraining order, or other valid legal process enjoining it from doing so, issued by a court of competent jurisdiction, and has had a reasonable opportunity to act on the injunction, restraining order or other legal process.

(c) This Agreement does not create any obligation of Bank except for those expressly set forth in this Agreement. In particular, Bank need not investigate whether the Secured Party is entitled under Secured Party's agreements with Customer to give Instructions. Bank may rely on notices and communications it believes in good faith are given by the appropriate party.

(d) Bank will not have any liability to Customer or Secured Party for claims, losses, liabilities, or damages resulting from any failure to comply with Instructions or delay in complying with Instructions, if such failure or delay is due to circumstances beyond Bank's reasonable control.

(e) Bank will not have any liability to Customer or Secured Party for claims, losses, liabilities, or damages suffered or incurred by Customer or Secured Party as a result of or in connection with this agreement except to the extent such losses, liabilities, and damages directly result from Bank's negligence or willful misconduct.

(f) In no event shall Bank have any liability to Customer or Secured Party for any consequential, special, punitive, or indirect loss or damage whether or not any claim for such damages is based on tort or contract or Bank knew or should have known the likelihood of such damages in any circumstances.

10. **Indemnity.**

(a) Customer will, to the extent permitted by law, indemnify Bank, its parent, its affiliates, and their respective officers, directors, employees, and agents against claims, liabilities, and expenses arising out of this Agreement (including reasonable attorney's fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the claims, liabilities or expenses are caused by Bank's gross negligence or willful misconduct.

(b) Secured Party will indemnify Bank its officers, directors, employees, and agents against claims, liabilities, and expenses arising out of this Agreement (including

reasonable attorney's fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), arising in any manner out of Bank's acting on Secured Party's Instructions concerning the Account except to the extent the claims, liabilities, or expenses are caused by Bank' s negligence or willful misconduct.

11. **Termination; Survival.**

(a) Secured Party may terminate this agreement, only upon the written direction of the Owner of the Certificate, by written notice as provided in Section 13(d) hereof. Bank may terminate this agreement on 30 days' notice to Secured Party and Customer, but only if, on or before the effective date of termination, all funds in the Account have been transferred to a successor account at another depository institution that is subject to a control agreement in favor of Secured Party (or as otherwise directed in writing by Secured Party); provided however that this agreement may be terminated immediately by notice from Bank to Secured Party and Customer, should Secured Party fail to make any payment when due from Secured Party to Bank hereunder.

(b) If, upon the written direction of the Owner of the Certificate, Secured Party notifies Bank in writing that Secured Party's security interest in the Account has terminated, this Agreement will immediately terminate, except as to those provisions that expressly state they survive termination of this Agreement. This Agreement shall also terminate automatically on the date on which the Certificate is paid in full or deemed paid in accordance with the Trust Agreement, and Secured Party shall promptly so notify Bank in writing. This Agreement shall also terminate automatically on the date on which the County first remits Property Tax Revenues directly to Secured Party pursuant to the Trust Agreement, and Secured Party shall, within ten (10) days after the written request of Customer, so notify Bank in writing.

(c) Sections 7, "Returned Item Amounts and Account Fees;" 9, "Bank's Responsibility;" and 10, "Indemnity," will survive termination of this Agreement.

12. **Wire Transfers**. If Secured Party delivers to Bank Instructions to do so, Bank will wire, on each business day, collected balances in the Account. The wire instructions identified in the Instructions shall include: bank name bank address, ABA routing number, account number, and account name. Secured Party and Customer acknowledge notice that under the California Commercial Code if a beneficiary of a wire transfer is designated by both name and account number the payment may be made according to the account number even if the name and account number are inconsistent and identify different parties.

13. **Miscellaneous Provisions.**

(a) Governing Law. This agreement will be governed by the laws of the State of California, without regard for conflicts of law principles.

(b) Entire Agreement. This agreement is the entire agreement and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. No amendment of, or waiver of a right under, this agreement will be binding unless it is in writing and signed by the party to be charged. To the extent a provision of this agreement is unenforceable, this agreement will be construed as if the unenforceable provision were omitted.

(c) Successors and Assigns. The provisions of this agreement shall be binding upon and inure to the benefit of Bank, Secured Party and Customer and their respective successors and assigns.

(d) Notices. A notice or other communication to a party under this agreement will be in writing and will be sent either via (i) U.S. Mail, certified, return receipt requested, (ii) via an overnight delivery service offering proof of delivery, such as UPS or FedEx, or (iii) hand-delivered, to the party's address set forth below or to such other address as the party may notify the other parties and will be effective on receipt. Notwithstanding the foregoing, a Notice of Exclusive Control or a Limited Draw Instruction may also be delivered by email to the address designated for that purpose by Bank in writing, and Bank shall confirm receipt; a copy shall be sent promptly thereafter by one of the foregoing methods.

If to Secured Party:

U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor LM-CA-T24T
Los Angeles, CA 90071
Attention: Global Corporate Trust

If to Bank:

Tri Counties Bank
890 Fortress Street
Chico, CA 95973
Attn: Operations Administration

If to Customer:

Mendocino Coast Health Care District
775 River Drive
Fort Bragg, California 95437
Attention: Chief Financial Officer
Email: wallen@mendocinochcd.gov

(e) Counterparts. This agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

14. **Waiver of Jury Trial**. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACCOUNTS OR FUNDS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN

EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

15. **Judicial Reference Provision**. In any judicial action or cause of action arising from this Agreement or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either Secured Party or Bank, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before any court in the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced.

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SIGNATURES BEGIN ON FOLLOWING PAGE

SECURED PARTY:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Print Name: _____
Title: _____

BANK:

TRI COUNTIES BANK

By: _____
Print Name: _____
Title: _____

CUSTOMER:

MENDOCINO COAST HEALTH CARE DISTRICT

By: _____
Print Name: _____
Title: _____

ATTACHMENT A
List of Account(s):

Account Title: Mendocino Coast Health Care District Tax Revenue Account (2026 Seismic Improvements Project)
Account Number: [_____]
Routing Number: [_____]

ATTACHMENT B
Form of Notice of Exclusive Control

To: Tri Counties Bank ("Bank")
From: U.S. Bank Trust Company, National Association, as trustee ("Secured Party")
Re: Mendocino Coast Health Care District ("Customer") Account No. _____ ("Account") related to 2026 Seismic Improvements Project

Date: _____, 20__

Pursuant to the Deposit Account Control Agreement dated as of December 1, 2026 (the "Agreement") entered into among Bank, Secured Party and Customer, Secured Party hereby notifies Bank of Secured Party's exercise of Secured Party's rights under the Agreement and instructs and directs Bank to cease complying with any instructions or directions originated by Customer or its agents. Secured Party hereby certifies that it is entitled to exercise its rights under the Agreement; that Secured Party has a right to all or part of the funds in the Account.

Secured Party hereby agrees to defend, indemnify and hold Bank, its parent, its affiliates, and their respective officers, directors, employees, and agents, harmless for actions it takes pursuant and in reliance on this Notice, including payment of Bank's attorneys' fees.

Secured Party hereby certifies that the person executing this Notice is an officer, representative or agent of Secured Party authorized to act on behalf of Secured Party with respect to the Agreement and the Account.

SECURED PARTY

By: _____
Name: _____
Title: _____

ATTACHMENT C
Form of Limited Draw Instruction

To: Tri Counties Bank ("Bank")
From: U.S. Bank Trust Company, National Association, as trustee ("Secured Party")
Re: Mendocino Coast Health Care District ("Customer") Account No. _____ ("Account") related to 2026 Seismic Improvements Project

Date: _____, 20__

Pursuant to Section 3A of the Deposit Account Control Agreement dated as of December 1, 2026 (the "Agreement") among Bank, Secured Party and Customer, Secured Party hereby instructs Bank to transfer $_____ from the Account on _____, 20__ to U.S. Bank Trust Company, National Association, as trustee, for deposit in the [Property Tax Fund] [Lease Payment Fund], by wire or ACH as follows: ABA No. [_____]; Account No. [_____]; Reference: Mendocino Coast Health Care District – 2026 Seismic Improvements Project.

This is a Limited Draw Instruction and not a Notice of Exclusive Control. Customer's rights under Section 3 of the Agreement with respect to funds remaining in the Account are not affected by this instruction.

Secured Party certifies that the person executing this instruction is an officer or authorized agent of Secured Party authorized to give it under the Agreement.

SECURED PARTY

By: _____
Name: _____
Title: _____

EXHIBIT F

FORM OF DEBT SERVICE RESERVE FUND ADMINISTRATION AGREEMENT

$[_____]
MENDOCINO COAST HEALTH CARE DISTRICT
(Mendocino County, California)
Certificate of Participation (2026 Seismic Improvements Project)

This DEBT SERVICE RESERVE FUND ADMINISTRATION AGREEMENT (as amended and supplemented hereafter, this "Agreement"), dated as of December 10, 2026 ("Effective Date"), is entered into by and among the Mendocino Coast Health Care District, a health care district organized and existing under the laws of the State of California, including the provisions of Chapter 1, Division 23 of the California Health & Safety Code ("District"), U.S. Bank Trust Company, National Association, as trustee under the Trust Agreement (as hereinafter defined), for the benefit of the Owner of the Certificate (as hereinafter defined) ("Secured Party"), and Tri Counties Bank, a California state chartered bank ("Bank"), and sets forth the rights of Secured Party and the obligations of Bank with respect to the deposit account of District at Bank identified below as the Debt Service Reserve Fund Collateral Account (referred to herein as the "DSRF Collateral Account" or the "Collateral Account").

1. **DSRF Collateral Account**. Pursuant to that certain Lease-Purchase Agreement (as amended and supplemented, the "Lease Agreement"), dated as of December 1, 2026, by and between the CSDA Finance Corporation (the "Corporation") and the District, and that certain Trust Agreement (as amended and supplemented, the "Trust Agreement"), dated as of December 1, 2026, by and among U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), the Corporation and the District, relating to the $[_____] Mendocino Coast Health Care District Certificate of Participation (2026 Seismic Improvements Project) (the "Certificate"), the District has agreed to establish the Reserve Fund (as defined in the Trust Agreement) with Bank as a debt service reserve fund for the life of the Certificate, which such Reserve Fund is being funded in the amount of $[_____], being an amount equal to the Reserve Requirement (as defined in the Trust Agreement), and the District has also agreed to grant Secured Party, for the benefit of the Owner of the Certificate, a security interest in all rights of District with respect to the following account located at Bank and subject to the terms of the Deposit Agreements (as hereinafter defined):

Routing Number: [_____]
Account Number: [_____]
Account Title: Mendocino Coast Health Care District Reserve Fund (2026 Seismic Improvements Project)

Such account, together with all substitutions and replacements therefor, is the DSRF Collateral Account. The terms and conditions of this Agreement are in addition to any deposit account agreements and other related agreements that District has with Bank, including without limitation the Business and Non-Personal Account Terms, Disclosures, and Agreements Booklet, and all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the DSRF Collateral Account, signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the "Deposit Agreements"). The provisions of this Agreement shall

supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items deposited into the DSRF Collateral Account shall be processed according to the provisions of the Deposit Agreements, as amended by this Agreement. Funds in the DSRF Collateral Account shall be invested in an interest-bearing deposit account, subject to Bank's customary business practices, and in a manner that complies with Section 103 and Section 148 of the Internal Revenue Code of 1986, as amended, and Article VIII of the Trust Agreement, as directed in writing by the District. The DSRF Collateral Account shall be maintained in an amount equal to the Reserve Requirement, and Bank shall, on or before each February 1 and August 1, transfer to the District any Collateral Account Funds in excess of the Reserve Requirement, as provided in Section 6.03 of the Trust Agreement. Funds in the DSRF Collateral Account will not be secured by any collateral.

2. **Secured Party's Interest in DSRF Collateral Account.** Secured Party represents that it is the trustee under the Trust Agreement and has been granted a security interest in the DSRF Collateral Account for the benefit of the Owner of the Certificate. District hereby grants to Secured Party, for the benefit of the Owner of the Certificate, and confirms, a security interest in all of District's right, title and interest in and to the DSRF Collateral Account and all sums now or hereafter on deposit in or payable or withdrawable from the DSRF Collateral Account (the "Collateral Account Funds").

3. **Disbursements.** Bank, Secured Party and District each agree that Bank will comply with instructions given to Bank by authorized agents of District, identified in Schedule I hereto (as updated by District from time to time by written notice to Bank), directing disposition of funds in the DSRF Collateral Account ("Instructions"), including Instructions delivered pursuant to Section 6.04 of the Trust Agreement directing Bank to transfer Collateral Account Funds to the Trustee for deposit in the Lease Payment Fund (as defined in the Trust Agreement) in an amount necessary to make a Lease Payment (as defined in the Trust Agreement) then coming due. The District irrevocably authorizes Bank to comply with any Instructions. Except as otherwise required by law, Bank will not agree with any third party to comply with instructions for disposition of funds in the DSRF Collateral Account originated by such third party. Notwithstanding the foregoing, if the District fails to deliver a disbursement request when required by Section 6.04 of the Trust Agreement, Bank will also comply with Instructions given by Secured Party directing Bank to transfer Collateral Account Funds to the Trustee for deposit in the Lease Payment Fund in the amount of the deficiency specified in the Trustee's notice under Section 6.04 of the Trust Agreement, without further consent of or notice to District. Bank shall comply with any Instructions delivered pursuant to Section 6.04 of the Trust Agreement that are received by Bank before 10:00 a.m. on a Business Day on that Business Day, and otherwise no later than the next Business Day.

4. **Transfers in Response to Instructions.** Any disposition of funds which Bank makes in response to Instructions is subject to Bank's standard policies, procedures and documentation governing the type of disposition made; provided, however, that in no circumstances will any such disposition require District's consent. To the extent any Collateral Account is a certificate of deposit or time deposit, Bank will be entitled to deduct any applicable early withdrawal penalty prior to disbursing funds from such account in response to Instructions.

5. **Balance Reports and Bank Statements.** Bank agrees, at the request of Secured Party on any day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday (each a "Business Day"), to make available to Secured Party a report ("Balance Report") showing the opening available balance in the DSRF

Collateral Account as of the beginning of such Business Day, by a transmission method determined by Bank, in Bank's sole discretion. District expressly consents to this transmission of information. Bank will, on receiving a written request from Secured Party, send to Secured Party by United States mail, at the address indicated for Secured Party after its signature to this Agreement, duplicate copies of all periodic statements on the DSRF Collateral Account which are sent to District.

6. **Returned Items.** Secured Party and District understand and agree that the face amount ("Returned Item Amount") of each Returned Item will be paid by Bank debiting the Collateral Account to which the Returned Item was originally credited, without prior notice to Secured Party or District. As used in this Agreement, the term "Returned Item" means (i) any item deposited to a Collateral Account and returned unpaid, whether for insufficient funds or for any other reason, and without regard to timeliness of the return or the occurrence or timeliness of any drawee's notice of non-payment; (ii) any item subject to a claim against Bank of breach of transfer or presentment warranty under the Uniform Commercial Code (as adopted in the applicable state) or Regulation CC (12 C.F.R. §229), as in effect from time to time; (iii) any automated clearing house ("ACH") entry credited to a Collateral Account and returned unpaid or subject to an adjustment entry under applicable clearing house rules, whether for insufficient funds or for any other reason, and without regard to timeliness of the return or adjustment; (iv) any credit to a Collateral Account from a merchant card transaction, against which a contractual demand for chargeback has been made; and (v) any credit to a Collateral Account made in error. District agrees to pay all Returned Item Amounts immediately on demand, without setoff or counterclaim, to the extent there are not sufficient funds in the applicable Collateral Account to cover the Returned Item Amounts on the day Bank attempts to debit them from the Collateral Account. Secured Party agrees to pay all Returned Item Amounts within fifteen (15) calendar days after demand, without setoff or counterclaim, to the extent that (i) the Returned Item Amounts are not paid in full by District within five (5) calendar days after demand on District by Bank, and (ii) Secured Party has received proceeds from the corresponding Returned Items under this Agreement.

7. **Settlement Items.** Secured Party and District understand and agree that the face amount ("Settlement Item Amount") of each Settlement Item will be paid by Bank debiting the applicable Collateral Account, without prior notice to Secured Party or District. As used in this Agreement, the term "Settlement Item" means (i) each check or other payment order drawn on or payable against any controlled disbursement account or other deposit account at any time linked to any Collateral Account by a zero balance account connection or other automated funding mechanism (each a "Linked Account"), which Bank cashes or exchanges for a cashier's check or official check in the ordinary course of business and which is presented for settlement against the Collateral Account (after having been presented against the Linked Account), (ii) each check or other payment order drawn on or payable against a Collateral Account, which Bank cashes or exchanges for a cashier's check or official check in the ordinary course of business after Bank's cutoff time for posting, (iii) each ACH credit entry initiated by Bank, as originating depository financial institution, on behalf of District, as originator, and (iv) any other payment order drawn on or payable against a Collateral Account or any Linked Account, which Bank has paid or funded. District agrees to pay all Settlement Item Amounts immediately on demand, without setoff or counterclaim, to the extent there are not sufficient funds in the applicable Collateral Account to cover the Settlement Item Amounts on the day they are to be debited from the Collateral Account. Secured Party agrees to pay all Settlement Item Amounts within fifteen (15) calendar days after demand, without setoff or counterclaim, to the extent that (i) the Settlement Item Amounts are not paid in full by District within five (5) calendar days after

demand on District by Bank, and (ii) Secured Party has received Collateral Account Funds under this Agreement.

8. **Bank Fees.** District agrees to pay all Bank's fees and charges for the maintenance and administration of the DSRF Collateral Account and for the treasury management and other account services provided with respect to the DSRF Collateral Account (collectively "Bank Fees"), including, but not limited to, the fees for (a) Balance Reports provided on the DSRF Collateral Account, (b) funds transfer services received with respect to the DSRF Collateral Account, (c) Returned Items, (d) funds advanced to cover overdrafts in the DSRF Collateral Account (but without Bank being in any way obligated to make any such advances), and (e) duplicate bank statements. The Bank Fees will be paid by Bank debiting one or more of the DSRF Collateral Account on the Business Day that the Bank Fees are due, without notice to Secured Party or District. If there are not sufficient funds in the DSRF Collateral Account to cover fully the Bank Fees on the Business Day Bank attempts to debit them from the DSRF Collateral Account, such shortfall or the amount of such Bank Fees will be paid by District to Bank, without setoff or counterclaim, within five (5) calendar days after demand from Bank. Secured Party agrees to pay any Bank Fees within fifteen (15) calendar days after demand, without setoff or counterclaim, to the extent such Bank Fees are not paid in full by District within five (5) calendar days after demand on District by Bank.

9. **Deposit Agreements.** Except as specifically provided in this Agreement, Secured Party and District agree that the DSRF Collateral Account will be subject to, and Bank's operation of the DSRF Collateral Account will be in accordance with, the Deposit Agreements.

10. **Partial Subordination of Bank's Rights.** Bank hereby subordinates to the security interest of Secured Party in the DSRF Collateral Account (i) any security interest which Bank may have or acquire in the DSRF Collateral Account, and (ii) any right which Bank may have or acquire to set off or otherwise apply any Collateral Account Funds against the payment of any indebtedness from time to time owing to Bank from District, except for debits to the DSRF Collateral Account permitted under this Agreement for the payment of Returned Item Amounts, Settlement Item Amounts or Bank Fees.

11. **Bankruptcy Notice; Effect of Filing.** If Bank at any time receives notice of the commencement of a bankruptcy case or other insolvency or liquidation proceeding by or against District, Bank will continue to comply with its obligations under this Agreement, except to the extent that any action required of Bank under this Agreement is prohibited under applicable bankruptcy laws or regulations or is stayed pursuant to the automatic stay imposed under the United States Bankruptcy Code or by order of any court or agency. With respect to any obligation of Secured Party hereunder which requires prior demand on District, the commencement of a bankruptcy case or other insolvency or liquidation proceeding by or against District will automatically eliminate the necessity of such demand on District by Bank, and will immediately entitle Bank to make demand on Secured Party with the same effect as if demand had been made on District and the time for District's performance had expired.

12. **Legal Process, Legal Notices and Court Orders.** Bank will comply with any legal process, legal notice or court order it receives in relation to a Collateral Account if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.

13. **Indemnification.** District will, to the extent permitted by law, indemnify, defend and hold harmless Bank, its officers, directors, employees, and agents (collectively, the

"Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively "Losses and Liabilities") Bank may suffer or incur as a result of or in connection with (a) Bank complying with any binding legal process, legal notice or court order referred to in the immediately preceding section of this Agreement, (b) Bank following any instruction or request of Secured Party, including but not limited to any Instructions, or (c) Bank complying with its obligations under this Agreement, except to the extent such Losses and Liabilities are caused by Bank's gross negligence or willful misconduct. To the extent such obligations of indemnity are not satisfied by District within five (5) days after demand on District by Bank, Secured Party will indemnify, defend and hold harmless Bank and the other Indemnified Parties against any and all Losses and Liabilities Bank may suffer or incur as a result of or in connection with Bank following any instruction or request of Secured Party, except to the extent such Losses and Liabilities are caused by Bank's gross negligence or willful misconduct.

14. **Bank's Responsibility.** This Agreement does not create any obligations of Bank, and Bank makes no express or implied representations or warranties with respect to its obligations under this Agreement, except for those expressly set forth herein. In particular, Bank need not investigate whether Secured Party is entitled under Secured Party's agreements with District to give an Instructions. Bank may rely on any and all notices and communications it believes are given by the appropriate party. Bank will not be liable to District, Secured Party or any other party for any Losses and Liabilities caused by (i) circumstances beyond Bank's reasonable control (including, without limitation, computer malfunctions, interruptions of communication facilities, labor difficulties, acts of God, wars, or terrorist attacks) or (ii) any other circumstances, except to the extent that such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action, or the legal theory on which it is based. Any action against Bank by District or Secured Party under or related to this Agreement must be brought within twelve (12) months after the cause of action accrues.

15. **Termination.** This Agreement may be terminated by Secured Party, only upon the written direction of the Owner of the Certificate, by giving thirty (30) calendar days prior written notice of such termination to the other parties to this Agreement, and may be terminated by Bank upon such notice only if, on or before the effective date of termination, all Collateral Account Funds have been transferred to a successor depository bank reasonably acceptable to Secured Party and District that has assumed Bank's obligations hereunder in writing (or as otherwise directed in writing by Secured Party); provided, however, that this Agreement may be terminated immediately upon written notice (i) from Bank to District and Secured Party should District or Secured Party fail to make any payment when due to Bank from District or Secured Party under the terms of this Agreement (provided that no such termination by Bank shall be effective until all Collateral Account Funds have been transferred as provided in the preceding sentence), or (ii) from Secured Party to Bank on termination or release of Secured Party's security interest in the DSRF Collateral Account; provided that any notice from Secured Party under clause (ii) of this sentence must contain Secured Party's acknowledgement of the termination or release of its security interest in the DSRF Collateral Account, as shown in the form of termination notice attached hereto as Exhibit B. District's and Secured Party's respective obligations to report errors in funds transfers and bank statements and to pay Returned Items Amounts, Settlement Item Amounts, and Bank Fees, as well as the indemnifications made, and the limitations on the liability of Bank accepted, by District and Secured Party under this Agreement will continue after the termination of this Agreement with respect to all the circumstances to which they are applicable, existing or occurring before such termination, and

any liability of any party to this Agreement, as determined under the provisions of this Agreement, with respect to acts or omissions of such party prior to such termination will also survive such termination.

In addition to the foregoing, this Agreement will terminate on the date on which the Certificate is paid in full or deemed paid in accordance with the Trust Agreement.

16. **Modifications, Amendments, and Waivers.** This Agreement may not be modified or amended, or any provision thereof waived, except in a writing signed by all the parties to this Agreement.

17. **Notices.** All notices from one party to another must be in writing, which includes electronically via e-mail, and be delivered to District, Secured Party and/or Bank at their contact addresses specified after their signatures to this Agreement, or any other address of any party communicated to the other parties in writing. Unless otherwise described above, notices will be effective on receipt. Any notice sent by a party to this Agreement to another party must also be sent to all other parties to this Agreement. Bank is authorized by District and Secured Party to act on any instructions or notices received by Bank if (a) such instructions or notices purport to be made in the name of Secured Party, (b) Bank reasonably believes that they are so made, and (c) they do not conflict with the terms of this Agreement as such terms may be amended from time to time, unless such conflicting instructions or notices are supported by a court order.

18. **Successors and Assigns.** Neither District nor Secured Party may assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Bank, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Secured Party may transfer its rights and duties under this Agreement to (i) a transferee to which, by contract or operation of law, Secured Party transfers substantially all of its rights and duties under the financing or other arrangements between Secured Party and District, or (ii) if Secured Party is acting as a representative in whose favor a security interest is created or provided for, a transferee that is a successor representative; provided that as between Bank and Secured Party, Secured Party will not be released from its obligations under this Agreement unless and until Bank receives any such transferee's binding written agreement to assume all of Secured Party's obligations hereunder. Bank may not assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed; provided, however, that no such consent will be required if such assignment or transfer takes place as part of a merger, acquisition or corporate reorganization affecting Bank.

19. **Governing Law.** This Agreement will be governed by and be construed in accordance with the laws of the state of California, without regard to conflict of laws principles. This state will also be deemed to be Bank's jurisdiction, for purposes of Article 9 of the Uniform Commercial Code as it applies to this Agreement.

20. **Severability.** To the extent that the terms of this Agreement are inconsistent with, or prohibited or unenforceable under, any applicable law or regulation, they will be deemed ineffective only to the extent of such prohibition or unenforceability, and will be deemed modified and applied in a manner consistent with such law or regulation. Any provision of this Agreement which is deemed unenforceable or invalid in any jurisdiction will not affect the enforceability or validity of the remaining provisions of this Agreement or the same provision in any other jurisdiction.

21. **Counterparts.** This Agreement may be executed in any number of counterparts each of which will be an original with the same effect as if the signatures were on the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or electronic image scan transmission (such as a "pdf" file) will be effective as delivery of a manually executed counterpart of the Agreement.

22. **Entire Agreement.** This Agreement, together with the Deposit Agreements, contains the entire and only agreement among all the parties to this Agreement and between Bank and District, on the one hand, and Bank and Secured Party, on the other hand, with respect to (a) the interest of Secured Party in the DSRF Collateral Account and Collateral Account Funds, and (b) Bank's obligations to Secured Party in connection with the DSRF Collateral Account and Collateral Account Funds.

[SIGNATURE PAGES FOLLOW]

This Agreement has been signed by the duly authorized officers or representatives of District, Secured Party and Bank and is deemed to be effective as of the Effective Date stated above.

MENDOCINO COAST HEALTH CARE DISTRICT

By: _____
Name: Katharine Wylie
Title: Agency Administrator

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Secured Party

By: _____
Name: _____
Title: _____

Address for District Notices:
775 River Drive
Fort Bragg, CA 95437
Attention: Chief Financial Officer
Email: wallen@mendocinochcd.gov

Address for Secured Party Notices:
U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor LM-CA-T24T
Los Angeles, CA 90071
Attention: Global Corporate Trust

[SIGNATURE PAGES CONTINUE]

TRI COUNTIES BANK, as Bank

By: _____
Name: Vanessa Ryan
Title: Senior Vice President

Addresses for Bank Notices:
Tri Counties Bank
3700 Douglas Blvd.
Roseville, CA 95661
Attention: Vanessa Ryan (or her successor)
Ph: (916) 865-2690

SCHEDULE I
AUTHORIZED AGENTS OF DISTRICT

The following individuals are authorized agents of the District for purposes of Section 3 of the Agreement and may sign Disbursement Requests in the form of Exhibit A. The District may update this Schedule I from time to time by written notice to Bank signed by a District Representative.

Name and Title	**Specimen Signature**
Katharine Wylie, Agency Administrator	_____
Wayne C. Allen, Chief Financial Officer	_____

Exhibit A
DEBT SERVICE RESERVE FUND DISBURSEMENT REQUEST

The undersigned, [Title], an authorized agent of the MENDOCINO COAST HEALTH CARE DISTRICT (the "District"), is familiar with the facts herein certified and is authorized and qualified to certify the same, and hereby requests that TRI COUNTIES BANK, as Bank under the Debt Service Reserve Fund Administration Agreement, dated as of December 1, 2026 (the "Agreement"), by and among the District, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Secured Party, and TRI COUNTIES BANK, as Bank, make a disbursement from the Reserve Fund held by Bank, and disburse such funds as set forth in #2 below (the "Proposed Disbursement"):

1. The Business Day of the Proposed Disbursement is _____, 20__ (the "Disbursement Date").

2. The Proposed Disbursement in the amount of $[_____] shall be made by Bank by a transfer to U.S. Bank Trust Company, National Association, as Trustee, for deposit in the Lease Payment Fund for the purpose of making a Lease Payment due on [February/August] 1, 20__ under the Lease Agreement, pursuant to Section 6.04 of the Trust Agreement.

3. If this is the final requisition from the Reserve Fund [and no amounts are or will be due and owing with respect to the Certificate], the District hereby directs Bank to [transfer any amounts remaining in the Reserve Fund to the District per the below wire instructions and] close the Reserve Fund and will provide for acknowledgement of this requisition by the Secured Party in the space provided below.

[include District wire instructions if funds are to be returned to the District as result of no amounts due and owing with respect to the Certificate]

Capitalized terms used and not defined herein shall have the meanings given to them in the Debt Service Reserve Fund Administration Agreement.

Dated: _____

MENDOCINO COAST HEALTH CARE DISTRICT
By _____
[TITLE]

ACKNOWLEDGED (if final requisition):
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Secured Party
By _____
Name and Title: _____

Exhibit B
Form of Debt Service Reserve Fund Administration Agreement Termination

[DATE]

TRI COUNTIES BANK
Attn:
_____

RE: Debt Service Reserve Fund Administration Agreement Termination

To whom it may concern:

This termination notice is delivered to TRI COUNTIES BANK ("Bank") pursuant to the Debt Service Reserve Fund Administration Agreement (as amended and supplemented, the "Agreement"), dated as of December 1, 2026, entered into by and among Mendocino Coast Health Care District, a California health care district, U.S. Bank Trust Company, National Association, as trustee ("Secured Party"), and Bank. All capitalized terms used but not defined in this notice have the meanings given to them in the Agreement.

In accordance with Section 15 of the Agreement, this termination notice is sent by Secured Party to notify Bank that (i) Secured Party has terminated or released its secured interest in the Collateral Account(s) and (ii) by virtue of the termination or release of its secured interest, Secured Party wishes to terminate the Agreement.

Secured Party confirms that it has sent a copy of this termination notice to District.

Secured Party understands that Bank shall have a reasonable time to act upon this termination notice and that all rights, obligations, and duties of each party under the Agreement shall be terminated except for those that are explicitly stated in the Agreement to survive termination.

Sincerely,

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Secured Party
By: _____

cc: MENDOCINO COAST HEALTH CARE DISTRICT

EXHIBIT G

FORM OF INVESTOR LETTER

_____, 2026

Mendocino Coast Health Care District
775 River Drive
Fort Bragg, California 95437

Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, California 94402

Hilltop Securities Inc.
777 S Highway 101, Suite 104
Solana Beach, California 92075

CSDA Finance Corporation
1112 I Street, Suite 200
Sacramento, California 95814

U.S. Bank Trust Company, National Association
Global Corporate Trust
633 West Fifth Street, 24th Floor LM-CA-T24T
Los Angeles, California 90071

Re: $_____
Mendocino Coast Health Care District
(Mendocino County, California)
Certificate of Participation
(2026 Seismic Improvements Project)

Ladies and Gentlemen:

The undersigned, an authorized officer of _____ (the "Investor"), hereby acknowledges that it is purchasing the $_____ Mendocino Coast Health Care District (Mendocino County, California) Certificate of Participation (2026 Seismic Improvements Project) (the "Certificate"), authorized to be executed and delivered pursuant to a Resolution (the "Resolution") adopted by the Board of Directors of the Mendocino Coast Health Care District (the "District") on November 19, 2026. The Certificate will be executed and delivered by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), at the written direction of the CSDA Finance Corporation (the "Corporation"), pursuant to the Trust Agreement, dated as of December 1, 2026 (the "Trust Agreement"), by and among the Trustee, the Corporation and the District. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

The Investor acknowledges that the proceeds of the Certificate will be used for the purpose of providing funds to be used to (a) finance a portion of the cost of the State of California-mandated seismic retrofit of the Hospital required to meet HCAI's January 1, 2030,

compliance deadline; and (b) pay certain costs of issuance and related expenses. The Certificate shall be payable from the sources described in the Trust Agreement.

The undersigned acknowledges that it is one of the following:

(1) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any insurance company as defined in Section 2(13) of the Securities Act, any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), or a business development company as defined in Section 2(a)(48) of the Investment Company Act, any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000, any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the purchasing decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or if a self-directed plan, with purchasing decisions made solely by persons that are accredited investors; or

(2) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act"); or

(3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Certificate, with total assets in excess of $5,000,000; or

(4) a natural person whose individual net worth or joint net worth with their spouse exceeds $1,000,000, excluding the value of their primary residence; or

(5) a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with the person's spouse in excess of $300,000 in each of those years and who reasonably expects to reach the same income level in the current year; or

(6) any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Certificate, whose purchase is directed by a "sophisticated person" as described in 17 C.F.R. Section 230.506(b)(2)(ii); or

(7) one or more of the following, as indicated, that it is acting for its own account or the accounts of other "Qualified Institutional Buyers" as defined under Rule 144A promulgated under the Securities Act and that it in the aggregate owns and/or invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the undersigned:

(i) an insurance company, as defined in Section 2(a)(13) of the Securities Act;

(ii) an investment company registered under the Investment Company Act or any business development company as defined in Section 2(a)(48) of that Act;

(iii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(iv) a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(v) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(vi) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of Section 144A, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(vii) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act;

(viii) an organization described in Section 501(c)(3) of the Internal Revenue Code;

(ix) a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts business trust or similar business trust; or

(x) an investment adviser registered under the Investment Advisers Act; or

(8) a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

(9) a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a Qualified Institutional Buyer; or

(10) an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other Qualified Institutional Buyers, which is part of a family of investment companies which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, which have the same investment adviser

(or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this paragraph:

(i) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(ii) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor); or

(11) an entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; or

(12) a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A promulgated under the Securities Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution; or

(13) any entity that is acquiring the Certificate or an interest in the Certificate for the purpose of facilitating purchases thereof by Qualified Institutional Buyers.

The Certificate being acquired by the undersigned is for its own account and not with a present view to, or for resale in connection with, any public distribution of the Certificate. Although the undersigned does not intend at this time to dispose of the Certificate, the undersigned acknowledges that it has the right to sell and transfer the Certificate to an "accredited investor" or "qualified institutional buyer" within the meanings set forth above, subject to the requirements set forth in the Trust Agreement.

The undersigned understands that it may need to bear the risks of the Certificate for an indefinite time, since any sale prior to maturity may not be possible due to unmarketability of the Certificate. The undersigned further acknowledges that an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of the Certificate and after such evaluation, the undersigned understood and knew that the Certificate involved certain risks, including, but not limited to, those related to limited security and source for payment of the Certificate and the probable lack of any secondary market for the Certificate.

The undersigned understands that the Certificate is not secured by any pledge of any moneys received or to be received from taxation by the State or any political subdivision or taxing district thereof; that the Certificate will never represent or constitute a general obligation or a pledge of the faith and credit of the District, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Certificate; and that the liability of the District with

respect to the Certificate is subject to further limitations as set forth in the Certificate and the Trust Agreement.

None of the District, its members, its governing body, or any of its employees, counsel or agents will have any responsibility to the undersigned for the accuracy or completeness of information obtained by the undersigned from any source regarding the District or its financial condition or regarding the Certificate, the provision for payment thereof, or the sufficiency of any security therefor. No written information has been provided by the District to the undersigned with respect to the Certificate. The undersigned acknowledges that, as between the undersigned and all of such parties, the undersigned has assumed responsibility for obtaining such information and making such review as the undersigned has deemed necessary or desirable in connection with its decision to purchase the Certificate or an interest in the Certificate.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Certificate and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in purchasing the Certificate. The undersigned further acknowledges that neither the District, nor any of its officials, officers, employees, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other means, relating to the Certificate. The undersigned has not relied upon any representations or opinions made by the District, the District's general counsel, Richards Watson Gershon, or the District's bond counsel, Jones Hall LLP, relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the District to undertake or require any credit investigation or due diligence reviews relating to the District, its financial condition or business operations, the Project, or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Certificate.

The undersigned acknowledges that Hilltop Securities Inc. is acting solely as Placement Agent to the District and not as a financial, investment, tax, legal, accounting or other advisor to, or fiduciary or agent of, the undersigned. The undersigned has not relied upon any representation, projection, advice or opinion of Hilltop Securities Inc. or its affiliates, officers, directors, employees, counsel or agents with respect to the Certificate, the District, the security therefor, or the tax, legal, accounting, regulatory or economic consequences of the purchase. Hilltop Securities Inc. shall be a third-party beneficiary of the representations and acknowledgments and agreements contained herein.

The undersigned has been informed that the Certificate (a) has not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (b) will not be listed on any stock or other securities exchange, and (c) will carry no rating from any rating service.

The undersigned acknowledges that it has either been supplied with or been given access to information which it has requested from the District and to which a reasonable purchaser would attach significance in making credit decisions, and undersigned has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the District and the Certificate and the security therefor so that, as a reasonable lender, undersigned has been able to make a decision to purchase the Certificate.

The undersigned has conducted its own independent inquiry and analysis with respect to the Certificate, the security therefor, and other material factors affecting the security and

payment of the Certificate. The undersigned acknowledges that there are economic, regulatory, and other variables and risks that may adversely affect the security for and repayment of the Certificate. The undersigned has reviewed, or has had the opportunity to review, the documents executed in connection with the issuance of the Certificate, or summaries thereof, including, without limitation, the Trust Agreement.

The undersigned acknowledges and agrees that the Placement Agent and the District and their respective counsel take no responsibility for, and make no representation to the undersigned, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Certificate in violation of the provisions of the Trust Agreement, or any securities law or income tax law consequences thereof. The undersigned also acknowledges that, with respect to the District's obligations and liabilities, the undersigned is solely responsible for compliance with the sales restrictions on the Certificate in connection with any subsequent transfer of the Certificate made by the undersigned.

The undersigned agrees that it is bound by and will abide by the provisions of the Trust Agreement relating to transfer, the restrictions noted on the face of the Certificate and this certificate. The undersigned also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Certificate by the undersigned.

The undersigned acknowledges that the sale of the Certificate to the undersigned is made in reliance upon the certifications, representations, and warranties herein by the addressees hereto.

The interpretation of the provisions hereof shall be governed and construed in accordance with California law without regard to principles of conflicts of laws.

All representations of the undersigned contained in this letter shall survive the execution and delivery of the Certificate to the undersigned as representations of fact existing as of the date of execution and delivery of this certificate.

INVESTOR:

By: _____
Name: _____
Its: _____

Address for Notices and payment of principal and interest:

_____
_____
_____
_____