$_____
SIERRA VIEW LOCAL HEALTH CARE DISTRICT
(Tulare County, California)
Refunding Revenue Bonds, Series 2020

BOND PURCHASE AGREEMENT

May 26, 2020

Sierra View Local Health Care District
465 West Putnam Avenue
Porterville, CA 93257

Ladies and Gentlemen:

The undersigned, Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank (the "Purchaser") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Sierra View Local Health Care District (the "District"), which, upon acceptance, will be binding upon the District and the Purchaser. The undersigned Purchaser has been duly authorized to execute this Bond Purchase Agreement on behalf of the Purchaser and to act hereunder.

The District hereby acknowledges and agrees that (a) the purchase and sale of the 2020 Bonds (as defined herein) pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Purchaser, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent or fiduciary of the District, (c) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the purchase of the 2020 Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the District on other matters) and the Purchaser has no obligation to the District with respect to the purchase of the 2020 Bonds contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, in connection with the issuance of the 2020 Bonds and the other matters contemplated by this Bond Purchase Agreement.

1. Purchase, Sale and Delivery of the 2020 Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Purchaser hereby agree to purchase from the District, and the District hereby agrees to sell to the Purchaser, all (but not less than all) of $_____ aggregate principal amount of Sierra View Local Health Care District Refunding Revenue Bonds, Series 2020 (the "2020 Bonds"), dated as of the date of their delivery, bearing interest at the rate and maturing on the date and in the amount set forth on Exhibit A attached

hereto. The purchase price for the 2020 Bonds shall be $_____ (which consists of the principal amount of the 2020 Bonds).

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in that certain Indenture of Trust, dated as of June 1, 1998 (the "Original Indenture"), between the District and U.S. Trust Company, N.A., as trustee, as amended and supplemented by that certain First Supplemental Indenture of Trust, dated as of September 1, 2007 (the "First Supplemental Indenture"), by and between the District and The Bank of New York Trust Company, N.A., as successor trustee, as further amended and supplemented by that certain Second Supplemental Indenture of Trust, dated as of May 1, 2010 (the "Second Supplemental Indenture"), by and between the District and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), as further amended and supplemented by that certain Third Supplemental Indenture of Trust, dated as of June 1, 2015, by and between the District and the Trustee (the "Third Supplemental Indenture"), as further amended and supplemented by that certain Fourth Supplemental Indenture of Trust, dated as of September 1, 2019, by and between the District and the Trustee (the "Fourth Supplemental Indenture"), and as further amended and supplemented by that certain Fifth Supplemental Indenture of Trust, dated as of May 1, 2020, by and between the District and the Trustee (the "Fifth Supplemental Indenture" and, with the Original Indenture, the First Supplemental Indenture the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the "Indenture").

The 2020 Bonds shall be limited obligations of the District payable from Revenues (as that term is defined in the Indenture) and secured by a pledge and assignment of the Revenues and of amounts held in the funds and accounts established pursuant to the Indenture (excluding the Rebate Fund established under the Indenture), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Bonds are authorized pursuant to the provisions of The Local Health Care District Law, constituting Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Law"), the Indenture and a resolution adopted by the Board of Directors of the District on May 26, 2020 (the "Resolution"). The 2020 Bonds will be on a parity as to payment and security with the District's Sierra View Local Health Care District (Tulare County, California) Revenue Bonds, Series 2019 (the "2019 Bonds").

(c) The proceeds from the sale of the Bonds will be used to (i) refund the District's outstanding Sierra View Local Health Care District (Tulare County, California) Revenue Bonds, Series 2019 (the "2015 Bonds"), and (ii) pay a portion of the costs and expenses related to the issuance and sale of the Bonds.

The District will deposit the net proceeds of the 2020 Bonds into an escrow fund held by The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), pursuant to an Escrow Agreement dated the Closing Date (the "Escrow Agreement") by and between the District and the Escrow Bank in order to refund the 2015 Bonds.

(d) At 10:00 A.M., Pacific Daylight time, on May 29, 2020, or at such earlier or later time or date as shall be agreed by the District and the Purchaser (such time and date being herein referred to as the "Closing Date"), the District will direct the Trustee to deliver the 2020 Bonds to the Purchaser in the form of a separate single fully-registered Bond, duly executed by the District and authenticated by the Trustee, and in Larkspur, California, and the other documents herein mentioned; and the Purchaser will accept such delivery and pay the purchase price of the 2020 Bonds as set forth in paragraph (a) of this Section 1 by wire transfer, payable in

immediately available funds (such delivery and payment being herein referred to as the "Closing").

2. Private Placement. The Purchaser represents and warrants to the District that:

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

(b) The Purchaser is acquiring the Bonds for its own account and not with a present intent to, or for sale in connection with, any distribution of the Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bonds; *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the Bonds in accordance with the Indenture. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the Bonds. The Purchaser intends to book and hold the Bonds as a loan in its loan portfolio and, therefore, the Purchaser, as a condition to purchasing the Bonds, has required that Section 2.01(c) be added to the Fifth Supplemental Indenture.

(c) The Purchaser has made its own credit inquiry and analysis with respect to the District and the Bonds and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the District set forth herein and in the information set forth in any materials submitted to the Purchaser by the District. The Purchaser acknowledges that it has reviewed information, including financial statements and other financial information regarding the District, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the District and the Bonds.

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

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

(f) The Purchaser acknowledges that the Bonds are transferable with certain requirements, as described in the Indenture.

(g) The Purchaser is an Approved Buyer, as defined in the Fifth Supplemental Indenture. The Bonds have been privately placed with the Purchaser without the use of general solicitation or advertising.

3. Representations, Warranties and Agreements of the District. The District represents and warrants to, and agrees with, the Purchaser that:

(a) The District is and will be at the Closing Date duly organized and existing under the Constitution and laws of the State of California as a local health care district with the full power and authority to issue the 2020 Bonds, and to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Indenture and the Escrow Agreement

(b) When delivered to and paid for by the Purchaser at the Closing in accordance with the provisions of this Bond Purchase Agreement, the 2020 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding limited obligations of the District in conformity with, and entitled to the benefit and security of, the Indenture;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, the 2020 Bonds, the Indenture, the Escrow Agreement and this Bond Purchase Agreement;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending and served on the District or, to the knowledge of the District, threatened against the District or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2020 Bonds, (ii) in any way contesting or affecting the validity of the 2020 Bonds, any proceedings of the District taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the 2020 Bonds, or the existence or powers of the District relating to the issuance of the 2020 Bonds, or (iii) which, if determined adversely to the interests of the District or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Indenture, the Escrow Agreement or this Bond Purchase Agreement or on the financial condition, properties or operations of the District;

(e) The execution and delivery of the 2020 Bonds, the Indenture, the Escrow Agreement and this Bond Purchase Agreement, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Bond Purchase Agreement or the financial condition, properties or operations of the District or its properties.

(f) The District is not in breach or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions described in the Indenture or this Bond Purchase Agreement, and no event has occurred and is continuing

which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(g) The District has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operation or condition, financial or otherwise, of the District since June 30, 2019, which has not been disclosed to the Purchaser, whether or not arising from transactions in the ordinary course of business;

(h) Between the date hereof and the date of the Closing, the District will not, without the prior written consent of the Purchaser, incur any material liabilities, direct or contingent, other than in the ordinary course of business;

(i) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the District of its obligations hereunder or under the Indenture, have been or will be duly obtained and no further consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the District is or will be required for the issue and sale of the 2020 Bonds or the consummation by the District of the other transactions described in this Bond Purchase Agreement;

(j) The District will furnish such information, execute such instruments and take such other action in cooperation with the Purchaser as the Purchaser may reasonably request in order for the Purchaser (i) to qualify the 2020 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Purchaser may designate and (ii) to determine the eligibility of the 2020 Bonds for investment under the laws of such state and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the 2020 Bonds; provided, however, that in no event shall the District be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject; and

(k) The audited financial statements of the District for the fiscal year ended June 30, 2019, delivered to the Purchaser present fairly and accurately the financial condition and operations of the District for that period in accordance with generally accepted accounting principles and on a basis consistent with past accounting practices reflected in the prior fiscal year's audited financial statements.

The execution and delivery of this Bond Purchase Agreement by the District shall constitute a representation by the District to the Purchaser that the representations, warranties and agreements contained in this Section 3 are true as of the date hereof; provided that as to all matters of law the District is relying on the advice of counsel to the District; and provided further that no member of the governing body of the District shall be individually liable for the breach of any representation, warranty or agreement contained herein.

4. Conditions to the Obligations of the Purchaser. The obligation of the Purchaser to accept delivery of and pay for the 2020 Bonds on the Closing Date shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the

provisions hereof, and to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Indenture, the Escrow Agreement and this Bond Purchase Agreement shall be in full force and effect in the form heretofore submitted to the Purchaser, with only such changes as shall be agreed to in writing by the Purchaser, and there shall have been taken in connection with the issuance of the 2020 Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Quint & Thimmig LLP, Bond Counsel, shall be necessary and appropriate;

(b) At the Closing Date, the Indenture, the Escrow Agreement and this Bond Purchase Agreement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser;

(c) Between the date hereof and the Closing Date, the Bonds shall not have been materially adversely affected, in the reasonable judgment of the Purchaser, by reason of any of the following:

(i) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Secretary of the Treasury or any member of Congress, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), official statement, press release or other form of notice or communication issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States, by the President or other agency of the federal government or members of Congress with the purpose or effect, directly or indirectly, of imposing federal income taxation upon interest as would be received by the Purchaser as the owner of the Bonds;

(ii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency, or there shall have occurred any other outbreak or escalation of hostilities, or a local, national or international calamity or crisis, financial or otherwise, the effect of such outbreak or escalation, calamity or crisis being such as, in the reasonable opinion of the Purchaser, would affect materially and adversely the ability of the Purchaser to purchase the Bonds;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, commercial banks similar to the Purchaser;

(v) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that (A) obligations of the general character of the Bonds, or

the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (B) the execution and delivery of obligations of the general character of the Bonds, or the execution and delivery of the Bonds, including any or all underlying obligations, as contemplated hereby, is or would be in violation of the federal securities laws as amended and then in effect; or

(vi) there shall have occurred any materially adverse change in the affairs or financial condition of the District.

(d) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(1) Copies of the Indenture and the Escrow Agreement, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to in writing by the Purchaser;

(2) An approving opinion, dated the Closing Date and addressed to the District, of Quint & Thimmig LLP, Bond Counsel, together with a letter from said Bond Counsel authorizing the Purchaser to rely on said opinion, and a supplemental opinion in form acceptable to the Purchaser and the District, dated the Closing Date and addressed to the Purchaser and the District, to the effect that:

(i) the Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by the Purchaser, is a valid and binding obligation of the District, subject to laws relating to bankruptcy, insolvency, reorganization arrangement, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against a local health care district in the State of California; and

(ii) the 2020 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(3) An opinion dated the Closing Date and addressed to the District and the Purchaser, of McDougal Love Boehmer Foley Lyon & Canlas, counsel to the District, in substantially the form attached hereto as Exhibit B.

(4) A certificate of the Chief Executive Officer of the District, or such other officer as is acceptable to the Purchaser, dated the Closing Date, to the effect that the representations and agreements of the District contained herein are true and correct in all material respects as of the Closing Date, and:

(i) no litigation is pending and served on the District or, to the knowledge of such officer, threatened (a) to restrain or enjoin the issuance or delivery of any of the 2020 Bonds or the collection of Revenues pledged under the Indenture, (b) in any way contesting or affecting the authority for the issuance of the 2020 Bonds or the validity of the 2020 Bonds, the Indenture, the Escrow Agreement or

this Bond Purchase Agreement, or (c) in any way contesting the existence or powers of the District;

(ii) since June 30, 2019, no material and adverse change has occurred in the financial position or results of operations of the District other than as disclosed to the Purchaser;

(iii) the District has not, since June 30, 2019, incurred any material liabilities other than in the ordinary course of business or as disclosed to the Purchaser; and

(iv) no proceedings are pending or threatened (1) in any way contesting or affecting the District's status as a local health care district or (2) to subject any income of the District to federal income taxation;

(5) An arbitrage/tax certificate in form satisfactory to Bond Counsel;

(6) A copy of the completed Form 8038-G of the Internal Revenue Service, executed by the District;

(7) A certified copy of the Resolution authorizing the execution and delivery of the 2020 Bonds, the Indenture, the Escrow Agreement and the Bond Purchase Agreement;

(8) An opinion of counsel to the Trustee in form and substance satisfactory to the Purchaser and Bond Counsel;

(9) A certificate of the Trustee, dated the Closing Date and signed by an authorized representative of the Trustee, to the effect that:

(i) The Trustee is a duly organized and existing national banking association in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Indenture;

(ii) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture;

(iii) The 2020 Bonds have been duly authenticated and delivered by the Trustee;

(iv) The execution and delivery of the Indenture and the authentication and delivery of the 2020 Bonds and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under any law, administrative regulation, court decree, resolution, articles of association, bylaws or other agreement to which the Trustee is subject or by which it is or may be bound; provided, however, the Trustee need not make any representations and warranties with respect to compliance with any federal and state securities laws; and

(v) To the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, served upon or threatened against

the Trustee, affecting the existence of the Trustee, or the entitlement of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the 2020 Bonds or the collection of revenues pledged or to be pledged to pay the principal, redemption premium, if any, and interest represented by the 2020 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or the 2020 Bonds; or contesting the power or authority of the Trustee to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validly or enforceability of the Indenture or the 2020 Bonds;

(10) An opinion of counsel to the Escrow Bank in form and substance satisfactory to the Purchaser and Bond Counsel;

(11) A certificate of the Escrow Bank, dated the Closing Date and signed by an authorized representative of the Escrow Bank, to the effect that:

(i) The Escrow Bank is a duly organized and existing national banking association in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Escrow Agreement;

(ii) The Escrow Bank is duly authorized to enter into the Escrow Agreement and has duly executed and delivered the Escrow Agreement;

(iii) The 2020 Bonds have been duly authenticated and delivered by the Escrow Bank;

(iv) The execution and delivery of the Escrow Agreement and the authentication and delivery of the 2020 Bonds and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Escrow Bank's duties under any law, administrative regulation, court decree, resolution, articles of association, bylaws or other agreement to which the Escrow Bank is subject or by which it is or may be bound; provided, however, the Escrow Bank need not make any representations and warranties with respect to compliance with any federal and state securities laws; and

(v) To the knowledge of the Escrow Bank, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, served upon or threatened against the Escrow Bank, affecting the existence of the Escrow Bank, or the entitlement of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the 2020 Bonds or the collection of revenues pledged or to be pledged to pay the principal, redemption premium, if any, and interest represented by the 2020 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Escrow Agreement, or the 2020 Bonds; or contesting the power or authority of the Escrow Bank to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validly or enforceability of the Escrow Agreement or the 2020 Bonds;

(12) An opinion of Bond Counsel as to the legal defeasance of the 2015 Bonds;

(13) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser, Bond Counsel or counsel to the Purchaser may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the District contained herein, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Purchaser' obligations contained in this Bond Purchase Agreement or if the Purchaser' obligations shall be terminated for any reason permitted herein, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the District shall have any further obligation hereunder.

5. Indemnity. The District shall, to the extent permitted by law, indemnify and hold harmless the Purchaser, its parent, and correspondents and each of their respective directors, officers, employees and agents (each, including the Purchaser, an "Indemnified Person") from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) for any Indemnified Person ("Costs"), arising out of, in connection with, or as a result of: (i) purchase of the 2020 Bonds or any pre-advice of its issuance any action or proceeding arising out of or in connection with the 2020 Bonds, the Indenture or the Escrow Agreement (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under the 2020 Bonds; (ii) any unauthorized communication or instruction (whether oral, telephonic, written, telegraphic, facsimile or electronic) (each an "Instruction") regarding the 2020 Bonds or error in computer transmission; (iii) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated; (iv) the fraud, forgery or illegal action of parties other than the Indemnified Person; (v) the enforcement of this Bond Purchase Agreement or any rights or remedies under or in connection with the Indenture, the Escrow Agreement or this Bond Purchase Agreement; and (vi) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of such Indemnified Person; in each case, including that resulting from Purchaser's own negligence, provided, however, that such indemnity shall not be available to any Person claiming indemnification under (i) through (vi) above to the extent that such Costs are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Indemnified Person claiming indemnity. If and to the extent that the obligations of District under this paragraph are unenforceable for any reason, District shall make the maximum contribution to the Costs permissible under applicable law.

6. Expenses. All reasonable expenses and costs of the District incident to the performance of its obligations in connection with the authorization, issuance and sale of the 2020 Bonds to the Purchaser, including printing costs, fees and expenses of the Trustee, California Debt Advisory Commission fees, fees and expenses of consultants and reasonable fees and expenses of Bond Counsel, counsel to the District and counsel to the Purchaser, shall be paid by the District.

7. Notices. Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing at the District's address set forth above; any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to Signature Public Funding Corp., _____, Attention: _____. The approval of the Purchaser

when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Purchaser and delivered to the District.

8. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement is made solely for the benefit of the District and the Purchaser (including the successors or assigns of the Purchaser), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements made by the District in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser, (ii) delivery of and payment for the 2020 Bonds hereunder, and (iii) any termination of this Bond Purchase Agreement.

9. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

10. Miscellaneous. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be part hereof.

11. Counterparts. This Bond Purchase Agreement may be signed in two or more counterparts (including counterparts represented by facsimile copies and/or containing facsimile signatures); all such counterparts, when signed by all parties, shall constitute but one single agreement.

Very truly yours,

SIGNATURE PUBLIC FUNDING CORP., a wholly-owned subsidiary of Signature Bank, as Purchaser

By _____
Authorized Officer

Accepted and Agreed to:

SIERRA VIEW LOCAL HEALTH CARE DISTRICT

By _____
Douglas S. Dickson
Vice President &
Chief Financial Officer

EXHIBIT A

MATURITY SCHEDULE

Maturity (July 1)	Principal Amount	Interest Rate	Price
2030	$_____	_____%*	100.000

REDEMPTION PROVISIONS

Optional Redemption. The 2020 Bonds are subject to optional redemption prior to maturity, in whole or in part on any Interest Payment Date, from any source of funds, by paying a redemption price equal to the aggregate principal amount of Bonds to be redeemed, together with accrued interest to such date and a premium as set forth in the following table:

Redemption Period	Redemption Premium
Closing Date to June 30, 2024	2%
July 1, 2024 to June 30, 2027	1
July 1 2027 and thereafter	0

Mandatory Sinking Fund Redemption. The 2020 Bonds are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the 2020 Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 2020 Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the Trustee and the Purchaser.

Sinking Account Redemption Date (July 1)	Principal Amount to be Redeemed
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

†Maturity

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

EXHIBIT B

FORM OF OPINION OF COUNSEL TO THE DISTRICT

[Closing Date]

Signature Public Funding Corp.
_____
_____

Re: $_____ Sierra View Local Health Care District Revenue Refunding Bonds Series 2020

Ladies and Gentlemen:

We have served as counsel to the Sierra View Local Health Care District (the "District") in connection with the issuance of Sierra View Local Health Care District Refunding Revenue Bonds Series 2020 (the "2020 Bonds"), by the District in the aggregate principal amount of $7_____. The 2020 Bonds are issued pursuant to the provisions of Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code and are issued under and secured by an Indenture of Trust, dated as of June 1, 1998 (the "Original Indenture"), between the District and U.S. Trust Company, N.A., as trustee, as amended and supplemented by that certain First Supplemental Indenture of Trust, dated as of September 1, 2007 (the "First Supplemental Indenture"), by and between the District and The Bank of New York Trust Company, N.A., as successor trustee, as further amended and supplemented by that certain Second Supplemental Indenture of Trust, dated as of May 1, 2010 (the "Second Supplemental Indenture"), by and between the District and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), as further amended and supplemented by that certain Third Supplemental Indenture of Trust, dated as of June 1, 2015, by and between the District and the Trustee (the "Third Supplemental Indenture"), as further amended and supplemented by that certain Fourth Supplemental Indenture of Trust, dated as of September 1, 2019, by and between the District and the Trustee (the "Fourth Supplemental Indenture"), as further amended and supplemented by that certain Fifth Supplemental Indenture of Trust, dated as of May 1, 2020, by and between the District and the Trustee (the "Fifth Supplemental Indenture" and, with the Original Indenture, the First Supplemental Indenture the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the "Indenture"). The 2020 Bonds are being sold pursuant to a Bond Purchase Agreement, dated May 26, 2020 (the "Bond Purchase Agreement"), between the District and Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank, as purchaser.

The proceeds from the sale of the Bonds will be used, together with certain other moneys, to (a) refund the District's outstanding Sierra View Local Health Care District (Tulare County, California) Refunding Revenue Bonds Series 2015, and (b) pay a portion of the costs and expenses related to the issuance and sale of the Bonds.

In connection with this opinion, we have assumed the authenticity of all records, documents, and instruments submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all records, documents, and instruments submitted to us as copies. We also have assumed that there are no facts or circumstances relating to you that might prevent you from enforcing any of the rights to which

our opinion relates. We have based our opinion upon our review of the following records, documents and instruments:

(a) A copy of the Indenture.

(b) A copy of the Escrow Agreement;

(c) A copy of the Bond Purchase Agreement.

(d) Resolution No. ____ (the "Resolution") adopted by the District on May 26, 2020, authorizing the execution and delivery of the 2020 Bonds and the Transaction Documents (hereinafter defined).

The documents and instruments listed in items (a) through (c) above are collectively referred to herein as the "Transaction Documents."

Where our opinion relates to our "knowledge," such knowledge is based upon our examination of the records, documents, instruments, and certificates enumerated or described above and the actual knowledge of attorneys in this firm who are currently involved in substantive legal representation of the District. With your consent, we have not examined any records of any court, administrative tribunal or other similar entity in connection with our opinion. Except as described herein, we have undertaken no investigation or verification of such matters.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate for the purpose of this opinion, and subject to the limitations and qualifications expressed below, it is our opinion that:

(1) The District is a local health care district duly existing under the laws of the State of California, has full legal right, power and authority to enter into the Indenture and the Bond Purchase Agreement and to carry out and consummate all transactions contemplated by the Indenture and the Bond Purchase Agreement.

(2) The Resolution, approving and authorizing the execution of the Indenture, the Bond Purchase Agreement and the 2020 Bonds was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and voted.

(3) To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against the District to restrain or enjoin the issuance or delivery of the 2020 Bonds or the collection of revenues pledged under the Indenture, contesting any authority for the issuance of the 2020 Bonds or the validity of the 2020 Bonds, the Indenture or the Bond Purchase Agreement, contesting the existence or powers of the District with respect to the issuance of the 2020 Bonds or the security therefor wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Indenture, the Bond Purchase Agreement or the validity of the 2020 Bonds.

(4) The 2020 Bonds, the Indenture and the Bond Purchase Agreement have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto where applicable, are valid and binding limited obligations of the District enforceable in accordance with their terms.

This opinion is limited to the federal laws of the United States of America and the laws of the State of California. We disclaim any opinion as to the laws of any other jurisdiction and we further disclaim any opinion as to any statute, rule, regulation, ordinance, order or other promulgation of any regional or local governmental body. This opinion is based upon the law in effect on the date hereof, and we assume no obligations to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise. In connection with this opinion letter, we also have assumed the following: (a) consideration has been duly given under the Transaction Documents; (b) the District is the legal, beneficial and record owner of the collateral described in any Transaction Documents and the descriptions of collateral in the Transaction Documents sufficiently describe the collateral intended to be covered by such documents; (c) any lien documents are in suitable form, notarized if required, and duly filed or recorded with the appropriate government offices; (d) the Transaction Documents accurately describe the mutual understanding of the parties thereto, and that there are no oral or written statements that modify, amend, or vary, or purport to modify, amend, or vary, any of the terms of the Transaction Documents; (e) the information, factual matters, representations and warranties contained in the Transaction Documents, records, certificates and other documents we have reviewed are true, correct and complete; and (f) the other parties to Transaction Documents have the proper authority to engage in the transactions contemplated thereunder and at all times have complied and will comply with the Transaction Documents and related documents and with all applicable requirements governing their actions and will act in a commercially reasonable manner.

In connection with this opinion, we advise you that:

A. Enforceability is subject (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium, and other laws of general applicability relating to or affecting creditors' rights, (ii) to general principles of equity, whether such enforcement is considered in a proceeding in equity or at law, (iii) to limitations imposed by applicable law or public policy on the enforceability of the indemnification provisions, and (iv) to the qualification that certain waivers, procedures, remedies, and other provisions of the Transaction Documents may be unenforceable under or limited by applicable law.

B. The enforceability of the Transaction Documents is further subject to the effect of general principles of equity. These principles include, without limitation, concepts of commercial reasonableness, materiality and good faith and fair dealing. These principles require the parties to act reasonably, in good faith and in a manner that is not arbitrary or capricious in the administration and enforcement of the Transaction Documents and will preclude them from invoking penalties for defaults that bear no reasonable relation to the damage suffered or that would otherwise work a forfeiture.

C. The effectiveness of indemnities, rights of contribution, exculpatory provisions and waivers of the benefits of statutory provisions may be limited on public policy grounds.

D. Section 1717 of the California Civil Code provides that, in any action on a contract where the contract specifically provides that attorneys' fees and costs incurred to enforce that contract shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing in the action, whether that party is the party specified in the contract or not, shall be entitled to reasonable attorneys' fees in addition to other costs.

E. Any provisions of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created

modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

F. Section 9109(d)17 of the California Uniform Commercial Code (the "Code") provides that the secured transactions provisions of the Code do not apply to transfers by a government or governmental unit, and, therefore, the rights and remedies of the Trustee under the Transaction Documents which purport to incorporate rights and remedies under the Code may not be enforceable and as such, we express no opinion on such matters.

G. Any provisions of the Transaction Documents regarding another party's right to apply proceeds of fire or other casualty insurance policies or awards of damages in condemnation proceedings against the District's secured obligations will not be enforceable unless application of such proceeds or damages is reasonably necessary to protect such security interests.

H. We assume that in the enforcement of any lien documents, all parties will act in accordance with applicable statutory and other legal requirements, including applicable case law and that enforcement of rights or remedies thereunder may be limited when imposing fees and charges in the event of default, upon acceleration of the District's obligations for transfers of interests, leases, or grants of junior encumbrances, attempting to secure a deficiency claim before exhausting the secured property or other remedies, among other things.

I. We have further relied on certain representations, warranties and covenants of the District in the Transaction Documents. Any variations may affect the opinions we are giving.

J. In connection with our opinion, we have not reviewed and express no opinion on (i) financial statements or covenants, financial or audit reports or the consents related thereto or similar provisions requiring financial calculations or determinations, (ii) provisions relating to the occurrence of a "material adverse effect" or similar words, or (iii) parol evidence bearing on interpretation or construction.

We express no opinion as to: (a) the priority of any lien or security interest created, or purported to be created, by any of the Transaction Documents or the enforceability of any lien in the real property of the District; (b) any securities, tax, anti-trust, land use, export, safety, environmental, hazardous materials, choice of law, insurance company or banking laws, rules or regulations; (c) applicable interest rate limitations of California law for loans or forbearances; or (d) the effect on the District's obligations, and any other party's rights, under the Transaction Documents of laws relating to fraudulent transfers and fraudulent obligations set forth in Sections 544 and 548 of the federal Bankruptcy Code and Sections 3439 et seq. of the California Civil Code.

In rendering our opinion, we are expressing no opinion on the validity of the 2020 Bonds.

We furnish this opinion as counsel to the District and only the addressee and Quint & Thimmig LLP may rely upon it. This letter shall not be used, quoted, distributed, circulated or relied upon by any other person or entity for any purpose, without our prior written consent.

Respectfully submitted,