

\$23,165,000
Coulee Medical Foundation
Taxable Revenue Build America Bonds (Direct Pay)
(GNMA Collateralized - Coulee Medical Center)
Series 2009A

BOND PURCHASE AGREEMENT

October 6, 2009

Coulee Medical Foundation
c/o Douglas, Grant, Lincoln & Okanogan Counties
Public Hospital District No. 6
d/b/a Coulee Medical Center
411 Fortuyn Road
Grand Coulee, WA 99133

Ladies and Gentlemen:

Red Capital Markets, Inc. (the “Underwriter”), hereby offers to enter into this bond purchase agreement (the “Agreement”) with Coulee Medical Foundation (the “Issuer”), which upon acceptance of this offer by the Issuer will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer’s acceptance by executing this Agreement and delivering it to the Underwriter at or prior to 1:00 p.m., eastern time, on the date hereof and, if not so accepted, may be withdrawn by the Underwriter upon notice to the Issuer at any time prior to acceptance hereof by the Issuer.

All capitalized terms used herein shall have the respective meanings set forth in the Official Statement and in the Indenture (as such terms are hereafter defined), unless otherwise defined herein.

The Issuer and the Underwriter hereby agree as follows:

1. Purchase and Sale of Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, (i) at the Closing (as hereafter defined), \$51,000 (the “Initial Draw Amount”) of the \$23,165,000 aggregate principal amount of its Taxable Revenue Build America Bonds (Direct Pay) (GNMA Collateralized – Coulee Medical Center) Series 2009A (the “Bonds”) at a price set forth in Appendix A hereto, and (ii) after the Closing, the remaining \$23,114,000 of Bonds on a draw down basis, simultaneously (or earlier if permitted under the Indenture (as hereafter defined) and agreed to by the Underwriter) with the delivery to the Trustee of each CLC issued by the Lender, in an amount equal to (or higher if permitted under the Indenture and agreed to by the Underwriter) such corresponding CLC (rounded to the nearest authorized denominations). Simultaneously with each draw of Bonds and the purchase and sale thereof hereunder, the Issuer shall provide the Underwriter and the Trustee with written confirmation as to which series of Bonds such draw is derived. The Bonds shall be dated as set forth in the Indenture, and shall be fully registered as to both principal and interest. The Bonds shall bear interest at the rates per annum calculated in such manner, payable as to principal and interest, and shall have such terms relating to redemption and other provisions and terms as set forth in the Indenture, in the Official Statement and in Appendix A to this Agreement. The Bonds shall be subject to redemption prior to maturity as described in the Indenture.

Upon the delivery of the Bonds, the Underwriter will be paid a fee in connection with the purchase of the Bonds totaling \$173,738. The obligation to pay such amounts is solely the Issuer's obligation. See Schedule I hereto.

2. Deliveries to Be Made Upon Acceptance; Delivery of Official Statement. At or prior to the time of the execution of this Agreement, the Issuer shall deliver to the Underwriter (a) a copy of the resolution adopted by the Board of the Issuer on September 30, 2009 (the "Bond Resolution"), authorizing the issuance, sale and delivery of the Bonds by the Issuer on behalf of Douglas, Grant, Lincoln & Okanogan Counties Public Hospital District No. 6 (the "District"), certified by the Secretary of the Issuer to have been duly adopted by the Issuer and to be in full force and effect as of the date hereof; (b) a copy of the Indenture of Trust dated as of October 1, 2009 (the "Indenture") by and between the Issuer and U.S. Bank National Association (the "Trustee"); and (c) two copies of the Issuer's Preliminary Official Statement dated September 28, 2009, relating to the Bonds, which the Issuer has "deemed final" except as to those items allowed to be omitted under subsection (b) of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"); together with the cover page thereof, inside cover page and all appendices and statements included therein or attached thereto and such amendments or supplements thereto which have been approved by the Underwriter as of the date hereof (the "Preliminary Official Statement"). The Issuer's Official Statement dated October 15, 2009, relating to the Bonds shall be executed by the President of the Issuer and shall be identical in form and content to the Preliminary Official Statement with only such pricing information and other changes (which may be handwritten) as shall have been accepted by the Underwriter (such Official Statement including the appendices thereto, all documents and information incorporated therein by reference and any supplements or amendments thereto on or prior to the date of the Closing in accordance with this Agreement, being referred to herein as the "Official Statement").

As soon as possible, but in any event no more than seven business days after the date hereof and in sufficient time to accommodate any order requesting payment from a customer (provided, it is not later than three business days prior to Closing), the Issuer shall deliver to the Underwriter as many copies of the Official Statement (in the form of the Preliminary Official Statement, with such changes thereto as have been approved by the Underwriter) as required to permit the Underwriter to comply with the requirements of the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 and Rule 15c2-12.

The Issuer hereby ratifies, approves and confirms the distribution and use of the Official Statement by the Underwriter in connection with the initial public offering and sale of the Bonds (and of the Preliminary Official Statement prior to the availability of the Official Statement).

If, between the date of this Agreement and 90 days after the final Draw Down Date (as defined in the Indenture), any event shall occur or any preexisting fact shall become known by the Issuer that might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter, and if, in the reasonable opinion of the Underwriter, such event requires preparation and distribution of a supplement or amendment to the Official Statement, the Issuer will, at its expense, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter, which approval shall not be unreasonably withheld; provided, however, if such event shall occur on or prior to the Closing Date, the Underwriter in their sole discretion shall have the right to terminate their respective obligations hereunder by written notice to the Issuer, and the Underwriter shall have no obligation to purchase and pay for the Bonds. If the Official Statement is supplemented or amended pursuant to this subsection, as of the date of each supplement or amendment thereto, the Issuer will acknowledge, at the time such notification is made, that the Official Statement as so supplemented or amended will not contain any untrue statement of

a material fact or omit or fail to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. Closing. Subject to the terms and conditions hereof, the delivery of the Initial Draw Amount of Bonds and payment of the applicable Purchase Price (as defined in the Indenture) (the “Closing”) shall take place at approximately 10:30 a.m. and in no event later than 12:00 noon, Washington time, on October 29, 2009, or on such other day as shall be agreed to by the Underwriter and the Issuer, which date shall be referred to herein as the “Closing Date,” at a location or in a manner to be agreed upon by the Issuer and the Underwriter. At the Closing and on each subsequent Draw Down Date as applicable:

(a) The Issuer shall deliver to The Depository Trust Company (“DTC”), or to the Bond Registrar in the case of a FAST Closing, as applicable, for the account of the Underwriter, (i) such Bonds drawn down as provided in clause (c) of this paragraph; and (ii) to the Underwriter, the other instruments and documents required to be delivered to the Underwriter at the Closing pursuant to this Agreement.

(b) The Purchase Price for each draw down of Bonds shall be paid to the Issuer in federal funds (by wire transfer or by any combination of one or more wires as may be agreeable to the Issuer and the Underwriter).

(c) The Bonds initially shall be held in fully immobilized form by DTC acting as depository pursuant to the terms and conditions set forth in the Letter of Representations. The Bonds shall be issued in Authorized Denominations as set forth in the Official Statement and the Indenture and initially shall be registered in the name of Cede & Co., as the nominee of DTC. The Bonds delivered hereunder shall bear CUSIP numbers to be obtained by the Underwriter (provided, however, that neither the printing of a wrong CUSIP number on any Bond nor the failure to print the CUSIP number thereon shall constitute cause to refuse delivery of any Bond).

4. Representations, Warranties and Covenants of the Issuer. The Issuer hereby represents and warrants to the Underwriter, and (as appropriate) covenants to the Underwriter, as follows:

(a) The Issuer has all requisite legal right, power and authority to adopt the Resolution; to execute, issue and deliver the Bonds as provided herein and to perform its obligations with respect thereto; to execute, deliver and perform this Agreement, the Indenture, the Financing Agreement, the site lease dated as of October 29, 2009 (the “Site Lease”) by and between the District, as lessor, and the Issuer, as lessee, and the operating lease dated as of October 29, 2009 (the “Operating Lease”) by and between the Issuer, as lessor, and the District, as lessee (collectively, the “Issuer Documents”); to execute and deliver the Official Statement; and to consummate the transactions to which it is or is to be a party as contemplated hereby and by the Resolution, the Issuer Documents and the Official Statement. The execution, delivery and performance of the Issuer Documents and the Bonds, the adoption of the Resolution and the issuance of the Bonds thereunder, the execution and delivery by the Issuer and the use by the Underwriter of the Official Statement and the consummation by the Issuer of the transactions to which it is or is to be a party as contemplated hereby and by the Resolution, have been duly authorized by all necessary action on the part of the Issuer.

(b) The Issuer Documents, the Official Statement and the Bonds (when delivered and paid for at the Closing) have been or at Closing shall be duly authorized, approved, executed, delivered and (in the case of the Bonds) registered and issued. This Agreement, the Indenture and the Bonds (when registered, issued, executed and delivered), will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms. The performance by the Issuer of its

obligations contained in this Agreement, the Indenture and the Bonds and the consummation by it of all other transactions contemplated by the Official Statement to have been performed or consummated at or prior to the Closing have been duly authorized and approved by the Issuer, as the case may be. The Resolution has been duly and lawfully adopted by the Issuer, has not been amended, modified or repealed, is in full force and effect and is valid and binding upon the Issuer and enforceable in accordance with its terms. When delivered and paid for at the Closing, the Bonds shall be entitled to the benefits and the security, and shall be subject only to the terms and conditions set forth in the Indenture and described in the Official Statement. The issuance of the Bonds is permitted by, and the Bonds when issued will be issued in compliance with, the provisions of the Indenture.

(c) The Issuer is not in material breach of, or in material default under, any indenture, bank loan or credit agreement, bond or note, nor is the Issuer in default under any statute, ordinance, resolution or any other agreement or instrument, regulation, order, decree, license, permit, judgment, ruling or law or constitutional provision to which the Issuer is a party, which breach or default would adversely affect the validity, enforceability of the Bonds, nor has any event occurred and not been cured which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default.

(d) The adoption by the Issuer of the Resolution, the execution, delivery and performance of this Agreement, the issuance and sale of the Bonds and the consummation of the transactions contemplated hereby and by the Bonds, the Resolution, the Issuer Documents and the Official Statement will not in any material respect conflict with or constitute on the part of the Issuer a material breach of or material default under any agreement, indenture, bond, note, statute, ordinance, resolution or other instrument to which the Issuer is a party or to which it is bound or subject, and which breach or default would adversely affect the validity, enforceability of the Bonds.

(e) No litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (either of the State of Washington or the United States Government) is pending or, to the knowledge of the Issuer, threatened, that in any way restrains or enjoins, or threatens or seeks to restrain or enjoin, the issuance, sale or delivery of the Bonds or in any way contests, questions or affects (i) the validity or enforceability of any provision of the Bonds, the Resolution, the Indenture or this Agreement; (ii) the use of the Official Statement or the use of the proceeds of the Bonds to acquire the GNMA Security; (iii) the accuracy, completeness or fairness of the Official Statement; (iv) the legal existence of the Issuer, the title of its elected officers to their respective offices, or to perform its obligations hereunder, under the Indenture or with respect to the Bonds, or to consummate any of the transactions to which it is or is to be a party as contemplated by the Resolution, the Indenture or this Agreement; or (v) question the power or the authority of the Issuer to own or operate the Project. There is no other event or circumstance that would have a material adverse effect on the power or ability of the Issuer to perform its obligations hereunder, under the Indenture or with respect to the Bonds or to consummate the transactions to which it is or is to be a party as contemplated by the Resolution or the Issuer Documents.

(f) The Official Statement was, on the date thereof, and is, on the date of this Agreement, true and complete in all material respects and did not, on the date thereof, and does not on the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the information contained therein, in light of the circumstances under which they were made, not misleading. However, no representation or warranty is given with respect to information in the Official Statement under the captions entitled "TAX MATTERS," "BOOK ENTRY ONLY SYSTEM" or "UNDERWRITING."

(g) Although the Resolution provides for the issuance of future Indebtedness, the Issuer is not aware of any plans to issue or incur any material liabilities, direct or contingent, that will have a material adverse effect on the Project's financial condition, nor does the Issuer expect there to be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Project.

(h) The Issuer will undertake, pursuant to the Indenture, to provide certain reports and notices of certain events in compliance with Rule 15c2-12 and as set forth in the Indenture.

(i) All approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required to be obtained by the Issuer as a condition precedent to the performance by the Issuer of its obligations hereunder or under the Indenture, the Bonds or the Resolution (other than approvals related to the securities laws of any state, the federal government, HUD, GNMA or FHA), have been obtained and are in full force and effect.

(j) Any certificates signed by any authorized member, officer or representative of the Issuer and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(k) The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor under the Indenture and payments on the GNMA Security. The faith and credit of the Issuer is not pledged to the payment of the principal of or interest on the Bonds. None of the United States of America, GNMA, HUD, any other agency of the United States of America or the state or any political subdivision thereof (except the Issuer, to the limited extent set forth in the Indenture) shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever of the Issuer, and none of the Bonds or any of the Issuer's agreements or obligations shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Bonds are not guaranteed by the full faith and credit of the United States of America.

(l) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the Issuer in cooperation with the Underwriter as may be requested (i) to qualify the 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 of America as may be designated by the Underwriter; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction. The Issuer consents to the use of the Resolution, this Agreement, the Indenture and the Official Statement by the Underwriter in obtaining such qualifications.

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

(n) The financial statements of the Issuer and the other financial information contained in the Official Statement fairly present the financial position of the Issuer as of the dates and for

the periods therein set forth, such financial statements have been prepared in accordance with generally accepted accounting principles, except to the extent described therein, and there has been no material adverse change in the financial position or results of operations of the Issuer from those set forth in the Official Statement.

(o) The Issuer has performed all actions necessary to be performed in order to enable the Issuer to issue and deliver the Bonds and to carry out the other obligations of the Issuer set forth in this Agreement, the Resolution and the Indenture.

(p) [Reserved]

(q) The Issuer shall, at its expense, furnish or cause to be furnished to the Underwriter, in such quantities as shall be reasonably requested by the Underwriter, copies of the Official Statement and all amendments and supplements thereto, in each case as soon as available and, if it should take or permit any such action, it (i) will take all lawful actions to rescind such action promptly upon having knowledge thereof, and (ii) will take such action or actions as it can take including amending the Resolution, as may be necessary, in the opinion of Bond Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated by the Department of the Treasury or the Internal Revenue Service pertaining to the Bonds.

(r) The Issuer deems the information in the Preliminary Official Statement final as of its date, except for information of the type referred to in paragraph (b)(1) of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(s) All permits, licenses and other authorizations necessary for the ownership and operation of the Project in the manner contemplated by the Official Statement and the Resolution and the Indenture have been or, will be obtained prior to the Closing, and said ownership and operation are not in conflict with any zoning or similar ordinance applicable to the Project.

(t) The Issuer will not take or omit to take, as may be applicable, any action which would in any way cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Indenture.

(u) The execution and delivery of this Agreement by the Issuer shall constitute a representation to the Underwriter that the representations and warranties contained in this Section are true as of the date hereof.

(v) The Issuer will cause the proceeds of the Bonds to be applied as provided in and subject to all of the terms and provisions of the Resolution, the Indenture and this Agreement and will observe all covenants of the Issuer therein.

(w) The Issuer will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement and the Official Statement.

(x) The Issuer will notify the Underwriter and the Trustee of any material adverse change in the plan of financing for the Project occurring before the Closing Date.

(y) If between the date of this Agreement and the date which is 90 days after the final Draw Down Date the Issuer becomes aware of the institution of any action, suit, proceeding, inquiry or investigation, seeking to prohibit, restrain or otherwise restrict the issuance of the Bonds, the acquisition of the GNMA Security, the execution, delivery and performance by the Issuer of the Bond

Documents to which it is a party or the use of the Official Statement in connection with the offering, sale or distribution of the Bonds, the Issuer shall promptly notify the Underwriter of such event.

5. Conditions to Obligations of Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Issuer 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 Issuer made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Issuer of their obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) The Bonds shall be issued and secured under and pursuant to the Indenture and shall be as described in and shall have the terms and conditions set forth in the Indenture and the Official Statement.

(b) At the time of the Closing (i) the Resolution and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented; (ii) the Issuer shall perform or have performed all of its respective obligations required under or specified in the Issuer Documents and the Resolution to be performed at or prior to the Closing; and (iii) all actions by or on behalf of the Issuer or otherwise necessary to execute, authenticate, issue, deliver and sell the Bonds pursuant hereto to give effect to the pledge and other provisions of the Resolution and the Issuer Documents shall have been taken.

(c) As of the date of the Official Statement, the Issuer has acknowledged that the Official Statement did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and at the time of the Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the time of the Closing, no material adverse change, or any development involving a prospective material adverse change, in the condition of the Issuer, financial or otherwise, shall have taken place, and if prior to the Closing such an event occurs the Issuer shall promptly notify the Underwriter, and if in the opinion of the Underwriter and its counsel such event requires a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement at its expense, in a form and in a manner approved by the Underwriter and its counsel.

(e) The representations and warranties of the Issuer contained herein shall have been true and complete on the date made and shall be true and complete at the time of the Closing with the same effect as if made at such time.

(f) At or prior to the Closing, unless otherwise agreed by the Underwriter in writing, the Underwriter shall receive the following documents:

(i) An approving bond opinion of Eichner & Norris PLLC, Bond Counsel to the Issuer (with a reliance letter to the Underwriter), dated the date of the Closing, in substantially the form attached to the Official Statement as Appendix B.

(ii) A supplemental opinion of Eichner & Norris PLLC, Bond Counsel to the Issuer, dated the date of the Closing and addressed to the Underwriter substantially in the form attached hereto as Appendix B.

(iii) An opinion, dated the Closing Date and addressed to the Underwriter, of Eichner & Norris PLLC, counsel for the Underwriter in substantially the form attached hereto as Appendix D.

(iv) An opinion of Stamper Rubens, P.S., Spokane, Washington, as Issuer's counsel, dated the date of the Closing and addressed to the Underwriter, in substantially a form acceptable to Bond Counsel and the Underwriter.

(v) An opinion of Krooth & Altman LLP, Washington, D.C., as Lender's counsel, dated the date of the Closing and addressed to the Underwriter, in substantially a form attached hereto as Appendix E.

(vi) A copy of a transcript of all proceedings relating to the authorization and issuance of the Bonds, certified by the Secretary of the Issuer, including without limitation a copy of the Resolution, certified by the Secretary of the Issuer being in full force and effect, with only such changes and amendments as may have been agreed to by the Underwriter.

(vii) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Issuer by the Issuer's President.

(viii) A certificate, dated the Closing Date and signed on behalf of the Issuer, to the effect that:

(i) To the best knowledge of the persons signing the certificate, except as disclosed in the Official Statement under the caption "ABSENCE OF LITIGATION," the Issuer has not received notice of any pending, nor to the Issuer's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Issuer, at law or in equity, by or before any court, public board or body, nor to the Issuer's knowledge is there any basis therefor, affecting the existence of the Issuer or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way materially adversely affecting or questioning (a) the use of the Official Statement, the use of the proceeds of the Bonds to acquire the GNMA Security, (b) the validity or enforceability of the Bonds, any proceedings of the Issuer taken with respect to the Bonds or any of the Bond Documents to which it is a party, (c) the accuracy or completeness of the Official Statement, (d) the execution and delivery of this Agreement or the Bonds, or (e) the power of the Issuer to carry out the transactions on its part contemplated by this Agreement, the Bonds, the Official Statement or any of the Bond Documents to which the Issuer is a party;

(ii) to the best knowledge and belief of the persons signing the certificate, the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements describing the Issuer contained therein, in light of the circumstances under which they were made, not misleading; and

(iii) the Issuer has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Issuer contained herein and in each of the Bond Documents to which it is a party are true and correct as of the Closing Date.

(ix) A tax compliance certificate dated the date of the Closing signed by the Issuer setting forth facts, estimates and circumstances (including covenants of the Issuer) in existence on the date of the Closing, sufficient to support the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Internal Revenue Code of 1986, as amended, and stating that to the best of his or her knowledge and belief, there are not other facts, estimates or circumstances that would adversely affect such expectations.

(x) A duly executed copy of the Indenture.

(xi) Written evidence that Standard & Poor’s has issued a rating of “AAA” with respect to the Bonds, and as of the Closing Date, the rating shall not have been withdrawn or lowered.

(xii) The Issuer’s 15c2-12 Certificate, duly executed by the Issuer substantially in the form set forth in Appendix C.

(xiii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the accuracy, as of the date hereof and as of the Closing Date, of the Issuer’s representations and warranties contained herein and in the Official Statement and contained in any of the certificates or other documents referred to in this Agreement, as the same may be supplemented or amended, and the due performance and satisfaction by the Issuer at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All certificates, opinions and other documents and instruments delivered pursuant to this paragraph 5 shall be satisfactory in form and substance to the Underwriter and to its counsel, Eichner & Norris PLLC, Washington, D.C.

6. Termination of Agreement. The Underwriter shall have the right to cancel the Underwriter’s obligations hereunder to purchase the Bonds (and such cancellation shall not constitute a default hereunder) by notifying the Issuer of its election to do so between the date hereof and the Closing if, at any time hereafter and prior to the Closing:

(a) The marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by (i) an amendment to the Constitution of the United States of America or by any legislation which shall have been introduced in or enacted by the Congress of the United States; (ii) legislation pending in the Congress of the United States; or (iii) legislation (including any amendment thereto, whether or not in formal bill form) recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives; or (iv) legislation (including any amendment thereto, whether or not in formal bill form) proposed that may have an effective date prior to the Closing Date for consideration by either such Committee or by any member thereof or presented as an option for consideration by either such

Committee by the staff of such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States; or (v) legislation favorably presented for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration; (vi) a decision by a court of the United States or the Tax Court of the United States; or (vii) a ruling, regulation or Official Statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency, with respect to federal taxation of revenues or other income of the general character expected to be derived by the Issuer or upon interest received on securities of the general character of the Bonds or which would change, directly or indirectly, the federal income tax consequences resulting from ownership of or receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof.

(b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State of Washington, or a decision by a court within the State of Washington shall be rendered, which in the Underwriter's reasonable opinion, materially adversely affects the marketability of the Bonds or the ability of the Underwriter to enforce contracts for sale of the Bonds.

(c) In the Underwriter's reasonable opinion, the subject matter of any amendment or supplement to the Official Statement materially and adversely affects (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriter to enforce contracts for sale of the Bonds.

(d) The New York Stock Exchange or other national securities exchange, the Municipal Securities Rulemaking Board (the "MSRB"), the National Association of Securities Dealers, Inc. (the "NASD"), or any governmental authority or agency shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the offering, sale and distribution, or extension of credit in connection with the purchase of the Bonds or such obligations by, or the charge to the net capital requirements of, the Underwriter.

(e) A general banking moratorium shall have been established by the United States or New York or Washington State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred.

(f) Any amendment to the Constitution of the United States of America, any legislation enacted by the United States of America, any decision of any court of the United States of America, or any order, ruling, regulation or official statement issued or made by or on behalf of the Securities and Exchange Commission, or of any other governmental agency having jurisdiction over the subject matter, having the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from the registration requirements of the 1933 Act, or that the Indenture is not exempt from qualification under the 1939 Act.

(g) Any other obligations of the Issuer shall have been downgraded or withdrawn by a national rating service, which event, in the Underwriter's opinion, materially adversely affects the market price of the Bonds, or any proceeding shall be pending or threatened by the Securities and Exchange Commission or the Attorney General of the State of Washington against the Issuer relating to the Bonds.

(h) There shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis or the escalation of any thereof, the effect of which on the financial markets of the United States being such, as in the reasonable judgment of the

Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds.

(i) There shall occur an event that either (A) makes untrue any statement of a material fact contained in the Official Statement or (B) is not included in the Official Statement but should be included therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading.

(j) There shall be in force a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction.

(k) the occurrence, in the judgment of the Underwriter, of a material adverse change in the capital markets which makes the syndication, sale or financing contemplated hereby impractical or which makes it inadvisable to proceed with the syndication, sale or financing contemplated hereby on the terms, manner and basis contemplated hereby.

7. Effect of Termination. If the sale to the Underwriter of the Bonds, as herein contemplated, is not carried out by the Underwriter for any reason permitted hereunder or if such sale is not carried out because the Issuer shall be unable to comply with any of the terms hereof, the Issuer shall not be under any obligation or liability under this Agreement (except to the extent provided in paragraph 9 hereof), and the Underwriter shall be under no obligation or liability to the Issuer.

8. Indemnification.

(a) To the extent permitted by law, the Issuer agrees to pay, defend, protect, indemnify, save and hold harmless the Underwriter and each affiliate, member, officer, director, official, employee and agent of the Underwriter and each person, if any, who controls the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (each an "Indemnified Party" and all collectively referred to herein as the "Indemnified Parties"), against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action (whether in contract, tort, or otherwise), suits, claims, demands and judgments of any kind, character and nature (collectively referred to herein as the "Liabilities") caused by or directly or indirectly arising from or in any way relating to (i) the Bonds, the Project, the proceeds of the Bonds, the GNMA Security, the Financing Agreement, the Continuing Disclosure Agreement, the Leasehold Mortgage, this Agreement, the Resolution, the Indenture or any other documents related to the Bonds, or any transaction or agreement, written or oral, pertaining to the foregoing, except for the Underwriter's willful misconduct, or (ii) any untrue or misleading statement or alleged untrue or alleged misleading statement contained or alleged omission from the Preliminary Official Statement or the Official Statement necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) To the extent permitted by law, the Issuer also agrees to pay, defend, protect, indemnify, save and hold harmless the Underwriter and each affiliate, member, officer, director, official, employee and agent of the Underwriter from and against the Liabilities directly or indirectly arising from or relating to any fraud or material misrepresentations or omissions pertaining to the financial condition of the Issuer.

(c) The Underwriter agrees to pay, defend, protect, indemnify, save and hold harmless the Issuer and each officer, director, official, employee and agent of the Issuer and each person, if any, who controls the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (each an “Indemnified Party”) and all collectively referred to herein as the “Indemnified Parties”), against any and all Liabilities caused by or directly or indirectly arising from or in any way relating to any untrue or misleading statement of a material fact or alleged untrue or alleged misleading statement of material fact contained in the Preliminary Official Statement for the Official Statement under the caption “UNDERWRITING.”

(d) Any Indemnified Party shall notify the Issuer or the Underwriter, (each an “Indemnitor”, as the case may be), of the existence of any Liability to which this indemnification obligation would apply and shall give to the Indemnitor an opportunity to defend the same at the Indemnitor’s expense and with counsel reasonably satisfactory to the Indemnified Party, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense at its expense. If there may be legal defenses available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or if the Indemnitor shall, after this notice and within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose reasonably satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and, with the approval of Indemnitor to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Indemnitor.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph (a) or (b) of this Section is for any reason held to be unavailable, the Underwriter shall, to the extent permitted by law, contribute proportionately to the aggregate Liabilities to which the Issuer and the Underwriter may be subject, so that the Underwriter is responsible for that portion represented by the percentage that the fees paid by the Issuer to the Underwriter in connection with the issuance and administration of the Bonds bears to the aggregate offering price of the Bonds, with the Issuer responsible for the balance; provided, however, that in no case shall the Underwriter be responsible for any amount in excess of the fees paid by the Issuer to the Underwriter in connection with the issuance and administration of the Bonds.

(f) The Indemnified Parties, other than the Underwriter and the Issuer, shall be considered to be third-party beneficiaries of this Agreement for purposes of this Section. The provisions of this Section will be in addition to all liability which the Issuer may otherwise have and shall survive any termination of this Agreement, the offering and sale of Bonds and the payment or provisions for payment of the Bonds.

(g) No member, agent, servant or employee of the Issuer or any officer, director, agent or employee of any partner of the Issuer shall be liable for any debt, obligation, damages, costs or expenses of the Issuer arising out of this Agreement.

9. Payment of Costs.

(a) Whether or not the Bonds are issued as contemplated by this Agreement, the Underwriter shall be under no obligation to pay, and the Issuer hereby agrees to pay, any expenses incident to the performance of the Issuer’s obligations hereunder, including but not limited to (i) the costs of the preparation and printing of the Bonds and the Resolution, printing and distribution of the Preliminary Official Statement and the Official Statement, and preparation of all other documents prepared by the Issuer or its Counsel; (ii) the fees and disbursements of Eichner & Norris PLLC, Bond Counsel to the Issuer; (iii) the fees and disbursements of other counsel to the Issuer; (iv) the fees and

disbursement of accountants, consultants and advisors to the Issuer, (v) the fees of the Underwriter and their counsel, (vi) the fees of the Trustee and Dissemination Agent and (vii) any other expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter.

(b) The Underwriter shall pay (i) any fees assessed upon the Underwriter with respect to the Bonds by the MSRB, the NASD or any NRMSIR; (ii) all advertising expenses in connection with any public offering of the Bonds; (iii) the costs of qualifying the Bonds under the Blue Sky or other securities laws of such jurisdictions as the Underwriter may determine and the costs of the preparation and printing of Blue Sky memoranda; and (iv) all other costs and expenses incurred by them in connection with any public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to Coulee Medical Foundation, c/o Douglas, Grant, Lincoln & Okanogan Counties Public Hospital District No. 6, d/b/a Coulee Medical Center, 411 Fortuyn Road, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Red Capital Markets, Inc., Two Miranova Place, 12th Floor, Columbus, Ohio 43215, Attention: Mr. Eric J. Mestemaker.

11. Parties in Interest. Except as provided in Section 8 hereof, this Agreement is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

12. Survival of Representations and Warranties. The representations and warranties of the Issuer set forth in or made pursuant to this Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Agreement or by reason of any investigations or statements as to the results thereof made by or on behalf of the Underwriter or of delivery of and payment for the Bonds.

13. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. Waivers. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived in writing by them at their discretion.

15. Effectiveness of Agreement. This Agreement shall become effective upon the execution hereof by the President of the Issuer and the execution of the acceptance hereof by the Underwriter and shall be valid and enforceable as of the time of such execution and acceptance.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

17. HUD, FHA and GNMA Requirements to Control. Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement are subject to the following:

(a) To the extent that there is any conflict, inconsistency or ambiguity between or among this Agreement and (i) any applicable FHA mortgage insurance, or other applicable FHA or GNMA statutory, regulatory, administrative requirements, (ii) any of the documents which have been or are required by FHA and/or the Lender to be executed by the Issuer, FHA and/or the Lender in connection with the subject transaction (each a “FHA Loan Document,” or collectively, the “FHA Loan Documents” as the context may require) or (iii) any of the documents which have been or are required by GNMA to be executed by the Issuer, FHA, GNMA and/or the Lender in connection with the subject transaction (each a “GNMA Document” or collectively, the “GNMA Documents” as the context may require) said FHA mortgage insurance and other applicable FHA and GNMA statutory, regulatory and administrative requirements and said FHA Loan Documents and GNMA Documents will be deemed to be controlling and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the FHA mortgage insurance, and other applicable FHA and GNMA statutory, regulatory and administrative requirements and the terms of the FHA Loan Documents and GNMA Documents, as applicable. For purposes hereof, the reference to FHA’s statutory, regulatory or administrative requirements shall be deemed to include, but shall not be limited to, any statutory, regulatory or administrative requirements pertaining to Section 8 of the United States Housing Act of 1937, as may be applicable. The parties hereto agree to amend this instrument as may be necessary or required by FHA, GNMA or the Lender to conform this instrument to the above-cited requirements an FHA Loan Documents and GNMA Documents. In addition, it is understood and agreed that any default under this Agreement shall not constitute a default under the FHA Loan documents or the GNMA Documents; and further, that nothing herein contained shall be construed to limit or affect the Lender’s rights under the FHA Loan Documents or the GNMA Documents.

(b) Notwithstanding anything contained to the contrary herein, the enforcement of this Agreement shall not result in any claim against the Project, the proceeds of the Mortgage Loan, any reserve or deposit made with FHA or the Lender or another person or entity required by FHA or the Lender in connection with the Mortgage Loan or against the rents or other income from the Project except to the extent of “Residual Receipts” (as such term defined in the HUD Regulatory Agreement) available for distribution to the Issuer.

(c) Notwithstanding any provision contained in this Section 17 to the contrary, the transfer restrictions contained herein shall in no way be deemed to affect or otherwise impair the rights of FHA or the Lender, as applicable, to approve or disapprove the proposed sale transfer of the Project as required by the HUD Regulatory Agreement. The decision of FHA or the Lender, as applicable, with respect to any such proposed sale or transfer of the Project will be binding and determinative on the parties hereto, notwithstanding the approval or disapproval by the Issuer of any such proposed sale or transfer.

(d) Notwithstanding any provision of this Agreement to the contrary, the parties hereto acknowledge and agree that all of their respective rights and powers under this Agreement are subordinate and subject to the liens of the Leasehold Mortgage created by the Issuer in favor of the Lender under the FHA Loan Documents, together with any and all amounts from time to time secured thereby, and interest thereon, and to all of the terms and provisions of the Leasehold Mortgage, and any and all other FHA Loan Documents and GNMA Documents executed by the Developer, FHA, GNMA and/or the Lender, as required by FHA, GNMA or the Lender in connection with the Mortgage Loan.

(e) Any project funds held by Lender for or on behalf of the Issuer shall be maintained separate and apart from the funds established and held by the Trustee for the holders of the Bonds and the various escrows and funds, if any, under the Indenture.

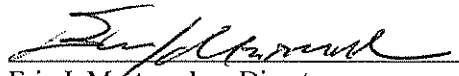
(f) This Agreement shall not be construed to restrict or adversely affect the duties and obligations of the Lender under the Agreement of Mortgage Insurance between the Lender and HUD with respect to the Mortgage Loan.

(g) Nothing in Section 17 shall be interpreted to increase the obligations of the Issuer hereunder or otherwise impose additional obligations on the Issuer.

17. Counterparts. This 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 instrument.

Very truly yours,

RED CAPITAL MARKETS, INC.

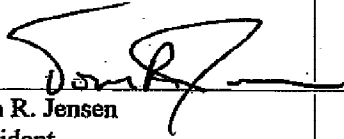
By: 
Eric J. Mestemaker, Director

[Signatures continued on next page]

[Counterpart signature page to Bond Purchase Agreement]

COULEE MEDICAL FOUNDATION

By: _____
Name: Tom R. Jensen
Title: President

A handwritten signature in black ink, appearing to read 'Tom R. Jensen', is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE I

ESTIMATED COSTS OF ISSUANCE

Underwriter's Management & Underwriting Fees*	\$220,238
Bond Counsel Fee	100,000
Trustee Acceptance Fee (includes Legal)	<u>6,500</u>
TOTAL	\$326,738

*Such amount includes the Underwriting fee of \$173,738 and the following additional non-accountable costs and expenses to be paid by the Underwriter (to the extent that such additional costs vary from the estimates thereof, the Underwriter will be responsible to cover such variance from its Underwriting fee):

Cashflow Preparation & Certification	\$15,000
Rating Agency	13,500
Official Statement Printing	8,000
Bond Clearance Charges	7,000
Miscellaneous	<u>3,000</u>
TOTAL	\$46,500

APPENDIX A

MATURITIES, INTEREST RATES AND PRICES

Series 2009A Term Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
April 20, 2036	\$23,165,000	6.50%	100%

(Plus accrued interest)

APPENDIX B

SUPPLEMENTAL OPINION OF BOND COUNSEL

October 29, 2009

Red Capital Markets, Inc.
Columbus, Ohio

Re: \$23,165,000 Coulee Medical Foundation Taxable Revenue Build America Bonds (Direct Pay) (GNMA Collateralized - Coulee Medical Center), Series 2009A

To the Addressee:

We have acted as Bond Counsel in connection with the issuance of the above-referenced bonds (the "Bonds"). This opinion is being delivered to you pursuant to Section 5(f)(ii) of the Bond Purchase Agreement, dated October 6, 2009 (the "Bond Purchase Agreement"), between the Coulee Medical Foundation (the "Issuer") and Red Capital Markets, Inc. (the "Underwriter"). Terms defined in the Bond Purchase Agreement and not otherwise defined herein are used in this opinion with the meanings ascribed to them in the Bond Purchase Agreement.

In rendering this opinion, we have examined the Indenture, the Financing Agreement, the Official Statement, dated October 15, 2009, with respect to the Bonds (the "Official Statement") and such other documents and legal matters as we have deemed necessary. We have reviewed the Securities Act of 1933, as amended (the "1933 Act"), the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the rules, regulations and interpretations under those Acts.

Based upon the foregoing, we are of the opinion that:

(1) Under existing law, and in connection with the sale of the Bonds to the public, the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(2) The portions of the Official Statement appearing under the captions "THE BONDS", "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS", APPENDIX A, "CERTAIN DEFINITIONS", APPENDIX B, "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE", and APPENDIX C, "SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENT," insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture, the Financing Agreement and our Bond Opinion, fairly summarize the provisions purported to be summarized.

We express no further opinion with respect to the accuracy, completeness or sufficiency of the Official Statement or the compliance by the Issuer, the Underwriter or any other entity with any federal or state statute, regulation or ruling with respect to the sale or distribution of the Bonds. In rendering this opinion, we have relied upon the opinions and certificates delivered pursuant to the Bond Purchase Agreement.

This letter is delivered to you solely for your benefit as the Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose of by any other person,

including the holders of the Bonds. We disclaim any obligation to supplement or revise this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

EICHNER & NORRIS PLLC

By: _____

APPENDIX C

RULE 15c2-12 CERTIFICATE

\$12,430,000

Coulee Medical Foundation

Taxable Revenue Build America Bonds (Direct Pay)

(GNMA Collateralized - Coulee Medical Center)

Series 2009A

The undersigned hereby certifies and represents to Red Capital Markets, Inc. (the “Underwriter”) that he/she is authorized to execute and deliver this certificate on behalf of the Coulee Medical Foundation (the “Issuer”), and hereby further certify to the Underwriter as follows:

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the issuance and sale of the above captioned bonds (the “Bonds”).

(b) In connection with the issuance and sale of the Bonds, there has been prepared a Preliminary Official Statement dated September 28, 2009, setting forth information concerning the Bonds and the Issuer (the “Preliminary Official Statement”).

(c) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), accreted values, yield to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the issuance and sale of the Bonds.

(d) The Preliminary Official Statement is, as of the date thereof, deemed final within the meaning of the Rule, except for Permitted Omissions.

(e) The section of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE” describes the undertaking that the Issuer expects to make for the benefit of the Bondowners in the Resolution and the Indenture, dated as of October 1, 2009, by and between the Issuer and U.S. Bank National Association, in its capacity as trustee and dissemination agent by which the Issuer will undertake to provide continuing disclosure in accordance with the Rule.

Dated: September 28, 2009

[Signature Page to Issuer's Rule 15c2-12 Certificate]

IN WITNESS WHEREOF, I have hereunto set my hand this as of the date set forth above.

COULEE MEDICAL FOUNDATION

By: _____
Name: Tom R. Jensen
Title: President

APPENDIX D

OPINION OF UNDERWRITER'S COUNSEL

October 29, 2009

Red Capital Markets, Inc.
Two Miranova Place, 12th Floor
Columbus, Ohio 43215

\$23,165,000
Coulee Medical Foundation
Taxable Revenue Build America Bonds (Direct Pay)
(GNMA Collateralized - Coulee Medical Center)
Series 2009A

Ladies and Gentlemen:

We have acted as counsel for you as the Underwriter in connection with your purchase from the Coulee Medical Foundation (the "Issuer") of its Taxable Revenue Build America Bonds (Direct Pay) (GNMA Collateralized - Coulee Medical Center) Series 2009A in the original principal amount of \$23,165,000 (the "Bonds"), pursuant to a Bond Purchase Agreement, dated October 6, 2009 (the "Bond Purchase Agreement"), accepted and agreed to by the Issuer. The Bonds will be authorized by a resolution adopted by the Board of the Issuer on September 30, 2009 (the "Resolution"), of the Issuer and issued pursuant to an Indenture of Trust, dated as of October 1, 2009 (the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture and the Resolution.

In that connection, we have reviewed certain portions of the Resolution, the Official Statement dated October 15, 2009 with respect to the Bonds (the "Official Statement"), the Indenture, the Bond Purchase Agreement, the certificates and opinions referred to in the Bond Purchase Agreement and such other records, opinions and documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed.

In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal representations and legal conclusions regarding the due authorization, issuance, delivery, validity and enforceability of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes). We have assumed that all records, documents, certificates, and opinions that we have reviewed, and the signatures thereto, are genuine.

Based on and subject to the foregoing, and in reliance thereon, we are of the opinion that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and that the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in

our capacity as your counsel and in order to assist you in your investigation concerning the Official Statement, we have reviewed certain documents and have participated in discussions and conferences with your representatives and representatives of the Issuer, Eichner & Norris PLLC, Washington, D.C., as Bond Counsel, and Stamper Rubens, P.S., Spokane, Washington as counsel to the Issuer. Based on our participation in the above-mentioned discussions and conferences, and in reliance thereon and on the records, documents, certificates and opinions herein mentioned as set forth above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with such representation which cause us to believe that the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, and any information regarding book-entry or DTC included therein, as to which we express no opinion or view) contains as of the date hereof any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter, and the legal opinions and other statements herein, are intended for the information solely of the addressees hereof and solely for the purposes of the transactions contemplated by the Indenture and are not to be relied upon by any other person or entity, or for any other purpose, or quoted in whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or other administrative agency or other person or entity for any purpose without our prior written consent.

We bring to your attention the fact that our legal opinions and conclusions are an expression of professional judgment and are not a guarantee of a result.

We do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect our legal opinions and conclusions expressed herein and we disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

EICHNER & NORRIS PLLC

By: _____

APPENDIX E

OPINION OF LENDER'S COUNSEL

October 29, 2009

Coulee Medical Foundation
Grand Coulee, Washington

Red Mortgage Capital, Inc.
Columbus, Ohio

U.S. Bank National Association
Seattle, Washington

RED Capital Markets, Inc.
(On behalf of itself and the other
Underwriters of the hereinafter
described Bonds)
Columbus, OH

Eichner & Norris PLLC
Washington, D.C.

Re: \$23,165,000 Coulee Medical Foundation Taxable Revenue Build America Bonds (Direct Pay) (GNMA Collateralized - Coulee Medical Center), Series 2009A

Ladies and Gentlemen:

We are Special Counsel to Red Mortgage Capital, Inc., an Ohio corporation, ("**Mortgagee**") in connection with matters of the Federal Housing Administration ("**FHA**") regarding the FHA insured mortgage loan (the "**Mortgage Loan**") to be made this date by Mortgagee to the **COULEE MEDICAL FOUNDATION** ("**Mortgagor**"). We also understand **COULEE MEDICAL FOUNDATION** will issue the Bonds (in its capacity as Issuer, the "**Issuer**") under an Indenture of Trust dated as of October 1, 2009 (the "**Indenture**") by and between the Issuer and The Huntington National Bank ("**Bond Trustee**"), as trustee, for the purpose of providing funds, together with other available funds, to pay the cost of construction and equipping of a hospital facilities known as Coulee Medical Center (the "**Hospital**") and the payment of certain costs of issuance relating to the Bonds as provided in the Indenture.

We understand that the Mortgage Loan has been initially endorsed for mortgage insurance by FHA as of the date hereof under Section 242 of the National Housing Act, as amended (the "**Act**") as FHA Project No. 071-13006. We also understand that the Mortgage Loan is evidenced by a Leasehold Deed of Trust Note (the "**Note**") of even date in the original principal amount of \$23,165,000.00 and is secured by a Leasehold Deed of Trust (the "**Leasehold Mortgage**") of like amount and even date (the Note, the Leasehold Mortgage, and all other documents delivered to FHA in connection with the Mortgage Loan are collectively referred to as the "**Mortgage Documents**").

All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Bond Purchase Agreement (the "**BPA**"), dated October 6, 2009, executed and delivered in connection with the Bonds. This opinion is being delivered pursuant to the BPA.

In that regard, we have been asked to provide our opinion on various matters in connection with the Mortgage Loan.

In preparing this opinion, we have examined and relied on such documents as we deemed necessary to enable us to express the opinions set forth below, including, but not limited to:

- (A) Original or certified copies of proceedings and certificates of Mortgagor, Bond Trustee, and others, concerning, among other things, compliance with the terms of the Mortgage Documents;
- (B) Approvals of and correspondence with FHA;
- (C) The Act and the regulations promulgated pursuant thereto;
- (D) The final Official Statement of the Issuer relating to the Bonds dated October 15, 2009 (the "**Official Statement**");
- (E) The Mortgage Documents;
- (F) A title policy dated the date hereof, issued to Mortgagee and FHA by [Title Insurance Company] in connection with the Mortgage Loan and the financing contemplated by the Bonds;
- (G) Other documents listed in the Closing Index with respect to the Bonds and filed with the Issuer including the opinion of Mortgagor's counsel, Stamper Rubens, P.S., of even date herewith, on which we rely for, among other things, the enforceability and validity of the Mortgage Documents; and
- (H) Certificate(s) of the Mortgagee on which we rely with respect to certain corporate activities and matters relating to the Mortgagee.

In rendering this opinion, we have assumed and relied upon the truth, completeness, authenticity, accuracy, due authorization, and delivery of all documents and certificates examined and the authenticity of all signatures thereon. Except as to Mortgagee, we have assumed that each of the documents referred to herein is, where appropriate, valid and legally binding upon and enforceable in accordance with its terms against each party thereto and that actions required to be taken (including delivery), or consents to be obtained by each such party, has been or will be taken and obtained. In rendering this opinion we have also assumed that such parties have acted in full compliance with terms of all laws, regulations and orders.

In addition, we have assumed that the Mortgage Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Mortgage Loan as reflected in the Mortgage Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Mortgage Documents.

Based on the foregoing, it is our opinion that:

1. The information and statements in the Official Statement relating to the FHA mortgage insurance program contained under the captions "Introductory statement," under the subheading "GNMA Securities," "THE GNMA MORTGAGE BACKED SECURITIES PROGRAM," "THE MORTGAGE NOTE AND MORTGAGE," "THE LENDER," "SUMMARY OF CERTAIN PROVISIONS OF THE FHA REGULATORY AGREEMENT," are correct and nothing has come to our attention that would lead us to believe that such information and statements contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. The Note has been insured by FHA pursuant to the Act and such insurance is in full force and effect in accordance with its terms.

3. Mortgagee is a corporation duly and validly incorporated under and in accordance with the laws of Ohio has the power and authority to conduct its affairs as described in the Official Statement and is a qualified mortgagee under the Act.

4. All authorizations, approvals and orders of FHA required with respect to the Mortgage Loan on the part of Mortgagee have been obtained.

5. Mortgagee has duly authorized inclusion in the Official Statement of the information contained therein relating to the Mortgage Documents, the FHA Mortgage Insurance and Mortgagee.

6. To the best of our knowledge and belief, no litigation is pending or threatened in any way contesting the powers of Mortgagee as a qualified mortgagee pursuant to the FHA insurance program under the Act.

7. To the best of our knowledge and belief, 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 to challenge the authority and ability of Mortgagee to carry out the transactions contemplated in the Servicing Agreement.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of Washington and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of State of Washington and the United States of America as currently in effect. To the extent that any opinions expressed herein are matters of law of any individual State of the United States, we assume the laws of that individual State are the same as the laws of the State of Washington. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

We have not been retained to confirm or verify, nor have we independently confirmed, verified, or expressed an opinion herein as to the accuracy, completeness or fairness of any information in the Official Statement, other than the information under the headings enumerated above as it relates to the Mortgagee and the FHA mortgage insurance program, or of any financial or mathematical schedules, calculations or formulae relating thereto or to the Bonds. The opinions on enforceability are subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity). Further, our opinion regarding the enforceability of obligations referred to herein, does not mean that specific performance or any other equitable remedy would necessarily be available as a remedy in every situation, as such a remedy is granted solely in the discretion of the courts, and statutory or other rules of law with respect to election of remedies may restrict the availability of some of the remedies provided for in the documents referenced herein.

This opinion is delivered solely in our capacity as special counsel to the Mortgagee with respect to matters of the FHA and in relation to the Bonds extends solely to the examination of the facts and law incident to rendering the opinions expressed above and should be neither construed nor interpreted to be rendered by us in any other capacity.

Very truly yours,

KROOTH & ALTMAN LLP