

List of Correspondence Received by the
MENDOCINO COAST HEALTH CARE DISTRICT
Dated 1/26/24 - 2/26/24

BNY Mellon, 3rd Request, 2/05/24

Russell Perry Claim, 2/15/24

HCAI Receipt of Submittals Notice, 2/21/24

GL Bruno Letter of Intent, 2/21/24

CHFFA Notice, 2/23/24

101 2nd Street, Suite 2400
San Francisco, CA 94105



BNY MELLON



THIRD REQUEST

001791 X8F1D011
Wade Sturgeon
CFO
Mendocino Coast District Hospital
700 River Drive
Fort Bragg, CA 95437



February 5, 2024

Re: Mendocino Coast Health Care District Refunding Bonds, Series 2016

Dear Wade Sturgeon:

A review of our records indicates that we have not yet received the following compliance item(s) from you. If you have already responded to our previous request for this information, please contact us to confirm our receipt of the item(s).

<u>Compliance Item</u>	<u>As Required in Document</u>	<u>Due Date</u>
Financial Statements	Indenture Article VII Section 7.03(b)	01/02/2024
No-Default Certificate	Indenture Article VIII Section 7.03(b)	12/31/2023

As this is our third request, we would like to remind you that the noted compliance item(s) must be provided to us pursuant to the governing documents. Therefore, you are kindly requested to submit the above item(s) to us as soon as possible. We have no authority to waive this contractual requirement or the timely delivery of the required information.

Please send the compliance item(s), along with the enclosed transmittal letter, to my attention as soon as possible. Your immediate attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact me at 415-263-2416 or atra.boustani@bnymellon.com.

Sincerely,
Atra Boustani

CT207407
1613027 1613040
PATILRAH

12/21/2023 10:56 AM SYSTEM GENERATED

LAW OFFICES OF
PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP

438 First Street, 4th Floor, Santa Rosa, CA 95401

February 15, 2024

Mendocino Coast District Hospital
775 River Drive
Fort Bragg, CA 95437

Attn: Paul Garza: pgarza@mcdh.org
Attn: Sara Spring: sspring@mcdh.org

Re: Russell Perry, MD, a Medical Corporation: Accounts Payable

Dear Mr. Garza and Ms. Spring:

This office represents Tina Marie Perry, the surviving spouse of Russell Perry, MD, and Trustee of the Russell M. Perry and Tina Marie Perry Living Trust dated October 17, 2018. Dr. Perry died on July 8, 2023. Mrs. Perry has retained us to collect a debt from your organization.

Enclosed are copies of the following documents:

- Copy of Invoice dated 12/22/2021 with letter from Dr. Perry
- Mendocino Coast District Hospital Medical Director/Diagnostic Imaging Services Agreement dated 06/25/2003
- Mendocino Coast District Hospital Professional Services Agreement dated 08/1/2017
- Affidavit for Collection of Personal Property
- Consent to Release

We understand that the contract was transferred to Adventist Health on 7/1/2020. Accordingly, please remit payment for the services listed on the Invoice from 09/30/2014 through 6/30/2020 to the following:

Tina Marie Perry, Trustee of the Russell M. Perry and Tina Marie Perry Living Trust dated October 17, 2018
9757 Dawn Way
Windsor, CA 94952

Please feel free to contact me anytime regarding this matter. We appreciate your cooperation.

Sincerely,



Kristine Tellefsen

E. Page Allinson

David F. Beach

Deborah S. Bull †*

Traci L. Carrillo

Chad O. Dorr

Isaac M. Gradman

Martin L. Hirsch

Nicole M. Jaffee

John E. Johnson*

Marla Keenan-Rivero*

Scott A. Lewis

Michael G. Miller

Lawrence A. Moskowitz*

Leslie R. Perry

Burton H. Fohrman

Daphne A. Beletsis

Sheila S. Craig*

Sarah Jane T.C. Truong

Kelsey L. O'Rourke

Alexander A. Wiegel

Kristina M. Gardenal

Jennifer H. Alexander

Kristine Tellefsen

Michael E. Tracht

Vincent O. Goble

Haley S. Patrick

Regan V. Masi

Certified Specialist

* Family Law

† Appellate Law

The State Bar of California
Board of Legal Specialization

TELEPHONE

(707) 525•8800

FACSIMILE

(707) 545•8242

E-MAIL

tellefsen@
perrylaw.net

Encls.
cc: Tina Marie Perry

 **Department of Health Care
Access and Information**

2020 West El Camino Avenue,
Suite 800
Sacramento, CA 95833
hcai.ca.gov



February 21, 2024

Devon Lumbard
Degenkolb Engineers
428 J Street Ste. 500
Sacramento, CA 95814

Re: Mendocino Coast District Hospital – 10301
700 River Drive – Fort Bragg, CA 95437
SRU-2023-04314 – NPC 4 Upgrade - BLD-00469: Main Hospital
SRU-2023-04315 – NPC 4 Upgrade - BLD-00470: Central Plant
SRU-2023-04316 – NPC 4 Upgrade - BLD-00471: Emergency Addition - West
SRU-2023-04317 – NPC 4 Upgrade - BLD-02787: Respiratory Neurophysiology Lab
SRU-2023-04318 – NPC 4 Upgrade - BLD-02788: Emergency Generator Shelter
SRU-2023-04319 – NPC 4 Upgrade - BLD-03473: Emergency Addition - East
SRU-2023-04320 – NPC 4 Upgrade - BLD-06731: Bulk Medical Gas Yard

Dear Devon Lumbard:

The Department of Health Care Access and Information (HCAI) has received the following submittal for the above facility:

- 5 - Application for NPC 4 Upgrade, 7 Buildings
- 4 - Document by Mendocino Coast Health Care District, NPC Compliance Letter, 4 Buildings, Dated 12/6/2023, Received 12/20/2023
- 1 - Report by Degenkolb, NPC 4 Evaluation Report per CAC Section 1.5.2, 3 Buildings, Dated 12/20/2023, Received 12/20/2023
- 5 - Plans

If you need further information regarding SB 1953, you may visit our web site at <https://hcai.ca.gov/construction-finance/seismic-compliance-and-safety/>, or contact Constance Clark at SeismicComplianceUnit@hcai.ca.gov or (916) 440-8454.

HCAI Department of Health Care
Access and Information

2020 West El Camino Avenue,
Suite 800
Sacramento, CA 95833
hcai.ca.gov



Respectfully

A handwritten signature in blue ink, appearing to read "Constance Clark".

Constance Clark
Office Technician
Seismic Compliance Unit

cc: Facility
File

G. L. BRUNO ASSOCIATES, INC.
855 M STREET, SUITE 1010
FRESNO, CALIFORNIA 93721

February __, 2024

Mendocino Coast Health Care District
PO BOX 579
770 River Drive
Fort Bragg, CA 95437-0579
Attn: Katharine Wylie

Re: Letter of Intent: Mendocino Coast Health Care District, Fort Bragg, CA 95437

Dear Kathy:

The following proposal outlines the general terms and conditions pursuant to which an entity to be formed by G. L. Bruno Associates, Inc. or its assignee (“Buyer”), will purchase and Mendocino Coast Health Care District (“Seller”) will sell certain property described in Paragraph 1 below (“Property”). Both parties specifically understand that except for Paragraph 7 and Paragraph 11 below, no binding agreement or contract will be created unless and until both Buyer and Seller execute a purchase and sale contract (“P&S Agreement”).

1. The Property Real property located at 721 River Drive, Fort Bragg, California 95437, which property is subject to a ground lease (“Ground Lease”) between Seller, as landlord, and Mendocino Coast Medical Plaza, LLC (“Ground Tenant”), as tenant.
2. Purchase Price The Purchase Price for the Property shall be \$330,000.
3. Funding The Purchase Price shall be funded all cash at closing by Buyer. Seller shall be responsible for paying all transfer taxes at closing, and other closing costs will be allocated according to local custom.
4. Title and Survey As a condition to closing, Seller shall provide Buyer with a title commitment issued by a title company reasonably satisfactory to Buyer (the “Title Company”), together with copies of all recorded documents evidencing the exceptions to the title. Seller shall also furnish to Buyer, prior to closing and at Buyer’s expense, a current plat of survey of the property, in full and current ALTA form. The survey

shall be sufficient to cause the Title Company to issue the required owner's title policy free of any exceptions for survey matters.

5. Closing

The Closing of the Property shall take place thirty (30) days after the expiration of the Due Diligence Period. Notwithstanding the foregoing, the closing shall be conditioned on the concurrent closing of the sale/assignment of Ground Tenant's interest in the Ground Lease.

6. Timing

Seller shall grant Buyer a ninety (90) day Due Diligence Period from the later of (i) date the Buyer receives all Due Diligence documents and other materials which Buyer may reasonably request to verify to its satisfaction that the Property meets Buyer's standards for purchase, and (ii) execution of a P&S Agreement.

7. Covenant Not to Market Property

From the date that Seller executes this letter, Seller shall agree to: (i) immediately withdraw the Property from the market for a sale transaction, and (ii) Seller, its affiliates and agents shall cease soliciting, encouraging, holding discussions, or negotiating with other parties concerning any other proposal or offer for the Property for a sale transaction. Seller and Buyer shall use good faith efforts to negotiate a mutually acceptable P&S Agreement upon execution of this Letter of Intent. The foregoing agreement and undertaking by Seller shall be void and of no further effect whatsoever at any time after the expiration of the Due Diligence Period if the discussions and negotiations between Seller and Buyer in respect of the matters of this letter are terminated by mutual consent of both parties or by the unilateral action or decision of either party for any reason.

8. Purpose and Intent

The purpose of this letter is to determine whether the parties are in sufficient accord as to basic terms of the proposed transaction to warrant having the parties, together with their respective attorneys, draft, and negotiate toward the execution of, a definitive and binding P&S Agreement. The execution of this letter does not constitute a binding offer to purchase or sell, and shall not become a binding contract to purchase or sell the Property. Notwithstanding the contents of this letter or any

other past, present or future written or oral indications of assent or indications of results of negotiation or agreement to some or all matters then under negotiation, it is specifically understood that, except for Paragraph 7 above and Paragraph 11 below, no binding agreement or contract shall be created unless and until Seller and Buyer execute the P&S Agreement. This letter sets forth the entire understanding of the parties with regard to the Property and supersedes all prior and contemporaneous agreements and understandings related thereto.

9. Inspections

Buyer and its agents and consultants shall have the right to inspect the Property at reasonable times as well as interview the tenants.

10. Other Items

Our due diligence review will include the following:

- A. Review of historical, current, and budgeted property performance and operations, including capital expenditures.
- B. Review of environmental reports indicating the absence of any environmentally hazardous condition affecting the Property. An environmental engineering firm approved by Buyer at Buyer's expense shall prepare such environmental report.
- C. Review of ground lease, leases, CC&Rs, service contracts, maintenance agreements, or any other agreement or contracts relating to or affecting the Property.
- D. Confirmation of any other information or any other matters which Buyer in its sole and absolute discretion deems pertinent to the Property or this transaction.

11. Confidentiality

Other than with the express prior written consent of the other party, neither Seller nor Buyer will disclose to the public nor to any third party the existence of this letter or the terms hereof, except to their respective agents, representatives, officers, directors and employees, to the existing or potential partners or lenders to Buyer, and to each party's respective

legal counsel of if disclosure is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process). Notwithstanding anything herein to the contrary, the parties hereto agree that Buyer may assign its interest in this Letter of Intent to a third party that desires to enter into negotiations with Seller for an acquisition of the Property.

We appreciate your cooperation to date and look forward to proceeding with you in this transaction.

Sincerely,

G. L. Bruno Associates, Inc.,
a California corporation

By: _____
Name: Michael C. Bogna
Title: President/CEO

Accepted this _____ day of _____, 2024

Seller:
Mendocino Coast Health Care District

By: _____
Name: _____
Title: _____

From: Rodriguez, Erica <erica.rodriguez@treasurer.ca.gov>
Sent: Friday, February 23, 2024 9:07 AM
To: Lee Finney <lfinney@mcdh.org>
Cc: Sara Spring <sspring@mcdh.org>
Subject: RE: Outstanding Compliance Documents

Good morning,

According to our records the documents identified below were due to CHFFA, and do not yet appear to have been delivered to us.

- Fiscal year 2020-2021 Audited Financial Statements
- Fiscal year 2021-2022 Audited Financial Statements
- Fiscal year 2022-2023 Audited Financial Statements
- Fiscal year 2023-2024 Audited Financial Statements
- Certificate of valid Property Insurance

We apologize if previously submitted, but CHFFA kindly requests you please submit these documents within 14 days from the date of this email.

In addition, please take a quick moment to send me your most current contact information, inclusive of an appropriate staff person to contact for future compliance documents, their address, telephone, and e-mail address information so I may update our files. You may contact me via e-mail at Erica.Rodriguez@treasurer.ca.gov.

Thank you,

Erica Rodriguez

CA Health Facilities Financing Authority
CA Educational Facilities Authority
901 P Street, Suite 313
Sacramento, CA 95814