
WASTEWATER ACQUISITION AGREEMENT

Dated as of March 1, 2021

by and between the

CITY OF COALINGA, as Seller

and the

COALINGA PUBLIC FINANCING AUTHORITY, as Purchaser

Relating to
\$ _____
Coalinga Public Financing Authority
Revenue Bonds, Series 2021A
(Water and Wastewater Financing Projects)
(Federally Taxable)

WASTEWATER ACQUISITION AGREEMENT

THIS WASTEWATER ACQUISITION AGREEMENT, dated as of March 1, 2021 (this "Wastewater Acquisition Agreement"), is by and between the CITY OF COALINGA, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "City"), as seller, and the COALINGA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as purchaser;

WITNESSETH:

WHEREAS, the City presently owns certain municipal wastewater system more particularly described in Exhibit A attached hereto and made a part hereof (the "Wastewater System");

WHEREAS, the Authority wishes to acquire the Wastewater System from the City for the purpose of providing moneys to finance and refinance the construction of improvements to the Wastewater System; and

WHEREAS, the Authority proposes to sell the Wastewater System and certain additional municipal wastewater system facilities back to the City pursuant to an installment sale agreement, dated as of March 1, 2021, by and between the Authority and the City (the "Wastewater Installment Sale Agreement"), and to assign its right to receive installment payments under the Wastewater Installment Sale Agreement to Wells Fargo Bank, National Association, as trustee (the "Trustee"), pursuant to that certain Indenture of Trust, dated as of March 1, 2021, by and between the Authority and the Trustee;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Acquisition of the Wastewater System. The City hereby grants, conveys and sells to the Authority all right, title and interest of the City in and to the Wastewater System and the Authority hereby acquires all of the right, title and interest of the City in the Wastewater System.

Section 2. Acquisition Price. In consideration of the acquisition by the Authority of the City's right, title and interest in the Wastewater System pursuant to Section 1, the Authority hereby agrees to pay to the City the amount of \$1.00. Said purchase price shall be paid by the Authority to the City on the date of execution and delivery of this Wastewater Acquisition Agreement.

Section 3. Amendment. This Wastewater Acquisition Agreement may be amended by the parties hereto at any time during the Term of the Agreement (as such term is defined in the Wastewater Installment Sale Agreement).

Section 4. Waiver of Personal Liability. All liabilities under this Wastewater Acquisition Agreement on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every, member, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Wastewater Acquisition Agreement. No member, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Wastewater Acquisition Agreement for anything done or omitted to be done by the Authority hereunder.

Section 5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Wastewater Acquisition Agreement.

Section 6. Execution. This Wastewater Acquisition Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have caused this Wastewater Acquisition Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF COALINGA, as Seller

By _____
City Manager

Attest:

City Clerk

COALINGA PUBLIC FINANCING
AUTHORITY, as Purchaser

By _____
Executive Director

Attest:

Secretary

EXHIBIT A

WASTEWATER SYSTEM DESCRIPTION