



# Washington Township Health Care District

2000 Mowry Avenue, Fremont, California 94538-1716 | 510.797.1111

Kimberly Hartz, Chief Executive Officer

## Board of Directors

Jacob Eapen, MD  
William F. Nicholson, MD  
Bernard Stewart, DDS  
Michael J. Wallace  
Jeannie Yee

## AMENDED BOARD OF DIRECTORS' MEETING

Monday, August 28, 2023 – 7:30 a.m.

Board Room of Washington Hospital, 2000 Mowry Avenue, Fremont and via Zoom

<https://zoom.us/j/91860792517?pwd=bFhWNEhFaENHRzc5Q0xSQnV6aFVpZz09>

Passcode: 787583

## AGENDA

- I. **CALL TO ORDER & PLEDGE OF ALLEGIANCE** Bernard Stewart, DDS  
Board President
- II. **ROLL CALL** Cheryl Renaud  
District Clerk  
**\*Director Jeannie Yee requested to attend meeting remotely**
- III. **COMMUNICATIONS**
  - A. Oral  
*This opportunity is provided for persons in the audience to make a brief statement, not to exceed three (3) minutes on issues or concerns not covered by the agenda. "Request to Speak" cards should be filled out in advance and presented to the District Clerk. For the record, please state your name.*
  - B. Written
- IV. **SECOND READING: ORDINANCE 2023-01 REVENUE BONDS 2023 SERIES A** Motion Required
- V. **CLOSED SESSION**
  - A. Medical Audit and Quality Assurance Mark Saleh, MD  
Chief of Staff  
Reports regarding Medical Audit and Quality Assurance Matters pursuant to Health & Safety Code Section 32155
- VI. **RECONVENE TO OPEN SESSION & REPORT ON PERMISSIBLE ACTIONS TAKEN DURING CLOSED SESSION** Bernard Stewart, DDS  
Board President
  - A. Report on Closed Session

**VII. ADJOURNMENT**

Bernard Stewart, DDS  
Board President

*In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the District Clerk at (510) 818-6664. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.*

**WASHINGTON TOWNSHIP HEALTH CARE DISTRICT  
ORDINANCE NO. 2023-01**

**APPROVING A FORMAL AGREEMENT FOR THE PRIVATE SALE  
OF THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT  
REVENUE BONDS, 2023 SERIES A**

WHEREAS, the Board of Directors (the “Board”) of Washington Township Health Care District (the “District”), a local health care district organized and existing under and pursuant to The Local Health Care District Law of the State of California (the “Authorizing Law”), has determined to issue its Revenue Bonds, 2023 Series A (the “Bonds”) in an aggregate principal amount of not to exceed \$40,000,000, pursuant to the Authorizing Law; and

WHEREAS, the District has determined that financial market conditions and the needs of the District dictate that the Bonds be sold pursuant to private sale; and

WHEREAS, the Authorizing Law requires the adoption of this Ordinance prior to the sale of the Bonds at private sale; and

WHEREAS, there has been presented to this meeting of the Board a form of Bond Purchase Contract respecting the purchase and sale of the Bonds (the “Bond Purchase Contract”), to be entered into by and between the District and BofA Securities, Inc., as underwriter (the “Underwriter”);

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Washington Township Health Care District as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The formal agreement between the District and the Underwriter, substantially in the form of the Bond Purchase Contract on file with the Secretary of the Board and presented to this meeting, is hereby approved. The Chief Executive Officer of the District, or her designee, is hereby authorized and directed to approve the final terms of sale of the Bonds and to evidence the District’s acceptance of the offer made thereby by executing and delivering the Bond Purchase Contract in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Bonds shall have a final maturity of no more than 31 years, their true interest cost shall not exceed 6.0% per annum, the principal amount shall not exceed \$40,000,000 to finance additions, improvements and betterments to the District’s facilities, the equipping of the same and the payment of fees and expenses incurred in connection therewith), and the Underwriter’s discount shall not exceed 1.0%. The District represents that the aggregate principal amount of the Bonds does not exceed 50% of the average of the District’s gross revenues for the preceding three fiscal years and that the estimated cost of the acquisition, construction, improvement, betterments and equipping of the District facilities is no less than the aggregate principal amount of the Bonds.

Section 3. The entering into of the Bond Purchase Contract and the adoption of this Ordinance shall be subject to referendum as provided by Section 9140 of the Elections Code of the State and in accordance with Section 32321 of the Authorizing Law.

Section 4. The Secretary of the Board is directed to cause this Ordinance to be published once a week for two successive weeks in a newspaper of general circulation within the District, in accordance with Section 9303 of said Elections Code and Section 32321 of the Authorizing Law.

Section 5. This Ordinance shall take effect thirty (30) days after the date of its adoption.

PASSED AND ADOPTED this 26th day of July, 2023, at a regular meeting of the Board of Directors of the Washington Township Health Care District conducted in Fremont, California, upon notice duly given, at which a quorum of members of said Board were present and acting throughout, by the following vote, representing the approving votes of no less than 4/5 of the membership of the Board of Directors of the District:

AYES:

NOES:

ABSENT:

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President, Board of Directors, Washington  
Township Health Care District

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Secretary, Board of Directors, Washington  
Township Health Care District

§ \_\_\_\_\_  
**Washington Township Health Care District**  
**Revenue Bonds**  
**2023 Series A**

**BOND PURCHASE CONTRACT**

August \_\_, 2023

Washington Township Health Care District  
 2000 Mowry Avenue  
 Fremont, California 94538

Ladies and Gentlemen:

BofA Securities, Inc., as underwriter (the “Underwriter”), hereby offers to enter into this Bond Purchase Contract (the “Bond Purchase Contract”) with Washington Township Health Care District, a local health care district duly organized and validly existing under and pursuant to the laws of the State of California (the “Issuer”), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 5:00 p.m., Pacific Time, on the date hereof. If the Issuer accepts this Bond Purchase Contract, this Bond Purchase Contract shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Bond Purchase Contract upon written notice delivered by the Underwriter to an authorized officer of the Issuer at any time before the Issuer accepts this Bond Purchase Contract. Terms used but not defined in this Bond Purchase Contract are defined in the Indenture or the Official Statement (each as defined below).

1. Purchase and Sale.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds: \$\_\_\_\_\_ aggregate principal amount of Washington Township Health Care District Revenue Bonds, 2023 Series A (the “Bonds”), dated the Closing Date (as hereinafter defined), all bearing interest and maturing on the dates and in the amounts set forth in Schedule I hereto. The aggregate purchase price for the Bonds shall be \$\_\_\_\_\_ (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$\_\_\_\_\_, [plus/less] [net] original issue [premium/discount] of \$\_\_\_\_\_).

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, that certain Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated

as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, a Ninth Supplemental Indenture, dated as of July 1, 2019, and a Tenth Supplemental Indenture, dated as of December 1, 2020 (as so supplemented, the “Prior Indenture”), and an Eleventh Supplemental Indenture, dated as of September 1, 2023 (the “Eleventh Supplement” and, together with the Prior Indenture, the “Indenture”), each by and between the Issuer and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”). The Bonds shall be limited obligations of the Issuer payable solely from amounts derived by the Issuer from its operations and certain other amounts held under the Indenture, to the extent and as more particularly described in the Indenture.

(c) The Issuer acknowledges and agrees that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Contract; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. Description and Purpose of the Bonds. The proceeds to be received from the sale of the Bonds will be used to (i) finance the acquisition, construction, improvement, betterment and equipping of Issuer facilities, and (ii) pay the costs of issuing the Bonds.

The Issuer approved the issuance of the Bonds pursuant to The Local Health Care District Law of the State of California, constituting Division 23 of the Health and Safety Code of the State of California (the “Law”), Ordinance No. \_\_\_\_\_ (the “Ordinance”) adopted by the Issuer on \_\_\_\_\_, 2023 and Resolution No. \_\_\_\_\_ (the “Resolution”) adopted by the Issuer on \_\_\_\_\_, 2023.

3. Public Offering. The Underwriter hereby represents that it has been duly authorized to execute this Bond Purchase Contract and to perform its obligations as set forth herein. The Underwriter agrees to make an initial public offering of the Bonds at the price or prices described in Schedule I hereto; *provided, however*, that the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 8 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 8 hereof).

4. Delivery of the Official Statement and Other Documents.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated August \_\_, 2023, which, together with the cover page and appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. For purposes of this Bond Purchase Contract, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Issuer deems the Preliminary Official Statement final as of its date, and as of the date hereof, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) thereof.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, Underwriter’s Counsel and the Underwriter, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board (the “MSRB”) and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. An Authorized Officer of the Issuer shall execute the Official Statement. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Underwriter hereby agrees to cooperate and assist in the preparation of the Official Statement. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the “SEC”) including in a word searchable pdf format and including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter, before the date hereof, of the Preliminary Official Statement and hereby authorizes the Underwriter to use the Official Statement and the Indenture in connection with the public offering and sale of the Bonds. The Issuer agrees that its audited financial statements as of and for the years ended June 30, 2022 and 2021 will be included in an appendix to the Preliminary Official Statement and the Official Statement, and the Issuer will obtain letters from its auditors addressed to the Issuer, agreeing to the use of the auditors’ report dated February 8, 2023, in the Preliminary Official Statement and the Official Statement, respectively.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement, dated September \_\_, 2023 (the

“Continuing Disclosure Agreement”), by and between the Issuer and [Hilltop Securities Inc.], as dissemination agent for the Issuer (the “Dissemination Agent”), to provide annual and other required financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Agreement is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

(d) The Underwriter’s obligations under this Bond Purchase Contract shall be subject, in addition to the conditions described in Section 7 below, to the receipt, on or prior to the date hereof, of a letter from PricewaterhouseCoopers LLP addressed to the Issuer and the Underwriter, dated the date hereof (the “AUP Letter”), with work extending to a date not more than five business days prior to the date hereof, in the form attached hereto as Exhibit E.

5. Representations, Warranties and Agreements. The Issuer represents and warrants to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The Issuer is a local health care district validly existing under the Constitution and Sections 32000 *et seq.* of the Health and Safety Code of the State of California and has and, at Closing (as hereinafter defined), will have, full legal right, power and authority under laws of the State of California, the Ordinance and the Resolution (1) to enter into, execute and deliver this Bond Purchase Contract, the Indenture and the Continuing Disclosure Agreement, (2) to approve and execute the Official Statement, (3) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Ordinance and the Resolution as provided herein, (4) to operate its health facilities and conduct the business thereof as set forth in and described in the Official Statement, and (5) to carry out, give effect to and consummate the transactions described in this Bond Purchase Contract, the Ordinance, the Resolution, the Indenture and the Official Statement;

(b) The Issuer has complied and at the Closing Date will be in compliance in all respects with the terms of the laws of the State of California, this Bond Purchase Contract, the Indenture, the Ordinance and the Resolution, as they pertain to the transactions described therein and in the Official Statement;

(c) The Issuer has duly and validly adopted the Ordinance and the Resolution, has duly authorized and approved the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Eleventh Supplement and the Official Statement and has duly authorized and approved the performance by the Issuer of its obligations contained in and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions described in each of said documents and the Prior Indenture;

(d) The official of the Issuer executing this Bond Purchase Contract, the Official Statement, the Eleventh Supplement and the Continuing Disclosure Agreement is authorized to execute the same on behalf of the Issuer; and the officials of the District that executed the Prior Indenture were, at the time of execution, authorized to execute the same on behalf of the Issuer;

(e) The Issuer previously executed and delivered the Prior Indenture, and will execute and deliver on or before the Closing Date, this Bond Purchase Contract, the Official Statement, the Eleventh Supplement and the Continuing Disclosure Agreement. The Issuer’s obligations contained in the Ordinance, the Resolution, this Bond Purchase Contract, the Continuing



Disclosure Agreement and the Indenture constitute, or will constitute as of the Closing Date, as applicable, legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement of each document may be limited by bankruptcy, insolvency, reorganization, moratorium and fraudulent conveyance laws, laws affecting the enforcement of creditors' rights generally, the application of principles of equity and judicial discretion, and the covenant of good faith and fair dealing, which may be implied by law into contracts; and the Bonds, when issued, delivered and paid for in accordance with the Indenture and this Bond Purchase Contract, will constitute legal, valid and binding limited obligations of the Issuer entitled to the benefits of the Indenture and enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and fraudulent conveyance laws, laws affecting the enforcement of creditors' rights generally, the application of principles of equity and judicial discretion, and the covenant of good faith and fair dealing, which may be implied by law into contracts; and, upon the issuance, authentication and delivery of the Bonds, the Indenture will provide, for the benefit of the owners and holders, from time to time, of the Bonds, the legally valid and binding pledges it purports to create, as set forth therein;

(f) The Issuer is not in any material way in breach of or default under any applicable constitutional provision, applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree, except as set forth in the Preliminary Official Statement and the Official Statement, or any escrow agreement, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing that, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument, except as expressly set forth in the Preliminary Official Statement and the Official Statement;

(g) The adoption of the Ordinance, the Resolution, the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Eleventh Supplement and the Official Statement, and the consummation of the transactions herein, therein and in the Prior Indenture contemplated will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, applicable law, judgment, decree, loan agreement, indenture, bond, note, ordinance or resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer's property or assets are otherwise subject or bound, nor will any such passage, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture;

(h) The Bonds and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when delivered in accordance with the Indenture and paid for by the Underwriter on the Closing Date as provided herein, will be validly issued and outstanding general obligations of the Issuer entitled to all the benefits and security of the Indenture;

(i) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority (except in connection with Blue Sky proceedings), legislative body, board, agency or commission having jurisdiction of the matter, which are required in connection with the

authorization, approval, execution and delivery of the Bonds, this Bond Purchase Contract, the Ordinance, the Resolution, the Eleventh Supplement and the Official Statement and the consummation of any transaction herein, therein or in the Indenture contemplated have been duly obtained and are in full force and effect;

(j) No action, suit or proceeding at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened and no inquiry or investigation before or by any regulatory agency, public board or body is pending or threatened, in either case, in any way (1) affecting the existence of the Issuer or the titles of its officers to their respective offices; (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the application of the proceeds thereof, or the collection of revenues pledged thereto; (3) contesting or affecting the validity or enforceability of the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture (including the Eleventh Supplement), the Continuing Disclosure Agreement or any action of the Issuer described in any of said documents; (4) contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto; or (5) which, if adversely determined, could materially adversely affect the operating condition of the Issuer or the transactions described in the Bonds, the Official Statement or this Bond Purchase Contract; (6) contesting the powers of the Issuer or its authority with respect to the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture (including the Eleventh Supplement), the Continuing Disclosure Agreement or any action of the Issuer contemplated by any of said documents or by the Official Statement; or (7) which would adversely affect the exclusion of interest paid on the Bonds from gross income for purposes of federal income taxation, nor, to the knowledge of the Issuer, is there any basis therefor. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds;

(k) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (1) 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 as the Underwriter may designate and (2) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Issuer be required to qualify as a foreign corporation or take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(l) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (and except for the information under the caption “UNDERWRITING” and the information contained in APPENDIX D – “FORM OF BOND COUNSEL OPINION” and APPENDIX F – “BOOK-ENTRY SYSTEM”), as of its date and as of the date hereof, was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or 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;

(m) At the time of the Issuer's acceptance hereof and at the Closing Date, the Official Statement (except for the information under the caption "UNDERWRITING" and the information contained in APPENDIX D – "FORM OF BOND COUNSEL OPINION" and APPENDIX F – "BOOK-ENTRY SYSTEM"), as amended or supplemented pursuant to this Bond Purchase Contract, is and will be true and correct in all material respects and does not and will not contain any untrue or misleading statement of a material fact or 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;

(n) The financial statements of the Issuer as of June 30, 2022, and 2021 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2022, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change;

(o) The health care facilities operated by the Issuer are duly licensed under the laws of the State of California or accredited by The Joint Commission and by all local, state and federal agencies whose license and accreditation is necessary for the full utilization and operation of such health care facilities and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the Issuer has good and marketable title to its health care facilities free and clear from all encumbrances other than Permitted Encumbrances (as defined in the Indenture);

(p) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Bond Purchase Contract shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(q) If, between the date of this Bond Purchase Contract and the Closing Date, an event occurs, of which the Issuer has knowledge, which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, the Issuer will notify the Underwriter, and if, in the opinion of the Underwriter or the Issuer, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer promptly will amend or supplement the Official Statement in a form and in a manner reasonably approved by the Underwriter, provided that all expenses thereby incurred will be paid by the Issuer;

(r) The Issuer will apply or cause to be applied the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Resolution and the Indenture, and the Issuer will not take or omit to take any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(s) If the Preliminary Official Statement or the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of that date

that is 25 days from the “end of the underwriting period” (as defined in Rule 15c2-12), the Preliminary Official Statement or the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or 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;

(t) The representations, warranties and agreements in this Section 5 shall survive the Closing under this Bond Purchase Contract and shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter or any person who controls the Underwriter of any matters described in or related to the transactions contemplated hereby and by the Official Statement, the Indenture, the Ordinance and the Resolution;

(u) This Bond Purchase Contract shall be binding upon and inure solely to the benefit of the Underwriter and the Issuer and persons controlling the Underwriter, and their respective past, present and future directors, officers, employees and agents and personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Bond Purchase Contract. No recourse under or upon any obligation, covenant or agreement contained in this Bond Purchase Contract shall be had against any officer or director of the Issuer, except as may be caused by their bad faith;

(v) Between the date hereof and the time of the Closing, the Issuer shall not offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues which will secure the Bonds, without the prior written consent of the Underwriter;

(w) The Issuer confirms that the information contained in the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12, except for information permitted to be omitted therefrom by Rule 15c2-12;

(x) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed during the previous five (5) years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement delivered by the Issuer under Rule 15c2-12;

(y) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest; and

(z) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, (i) all agreements between the Issuer and non-governmental third-party payors under which the Issuer receives payment for health care services provided to members/beneficiaries of such payors and with respect to which the Issuer receives a significant portion of its gross revenues are in effect (although may be subject to negotiation of new agreements or extensions of existing agreements); and (ii) the Issuer is entitled to payment from Medicare and Medi-Cal (Medicaid) for health care services provided to Medicare and Medi-Cal beneficiaries.

The execution and delivery of this Bond Purchase Contract by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations, warranties and agreements contained in this Section 5 are true as of the date hereof. If any of the provisions in this Section shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Bond Purchase Contract and such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Purchase Contract, and this Bond Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

6. Closing. At 8:00 a.m., Pacific Time, on September \_\_, 2023, or at such other time or date as the Underwriter and the Issuer may mutually agree upon (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Nixon Peabody LLP ("Bond Counsel"), One Embarcadero Center, 18<sup>th</sup> Floor, San Francisco, California 94111, or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7. On the Closing Date, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter, and the Issuer shall deliver the other documents hereinafter mentioned (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Contract. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC.

7. Conditions Precedent. The Underwriter has entered into this Bond Purchase Contract in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date.

(a) The Underwriter's obligations under this Bond Purchase Contract are and shall be subject to the following further conditions:

(i) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(ii) At the time of the Closing, the Official Statement, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture (as amended by the Eleventh Supplement) and the Continuing Disclosure Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(iii) The Issuer shall perform or have performed all of its obligations required under or specified in the Bonds, the Ordinance, the Resolution, the Indenture, this Bond Purchase Contract, the Continuing Disclosure Agreement and the Official Statement to be performed at or prior to the Closing.

(iv) The Issuer shall have delivered to the Underwriter copies of the final Official Statement by the time, and in the numbers, required by Section 4 of this Bond Purchase Contract.

(v) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Prior Indenture, the Eleventh Supplement, the Continuing Disclosure Agreement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect. The adoption of the Ordinance was subject to referendum as provided by Section 9140 of the Elections Code of the State. The Ordinance became effective on \_\_\_\_\_, 2023, being the date 30 days after the adoption of the Ordinance on \_\_\_\_\_, 2023.

(vi) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in the Issuer, the Law, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Bonds or the Continuing Disclosure Agreement, as the foregoing matters are described in the Official Statement, which in the reasonable judgment of the Underwriter materially impairs the investment quality of the Bonds.

(vii) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(1) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter;

(2) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, in substantially the form attached hereto as Exhibit B;

(3) The opinion of Norton Rose Fulbright US LLP, counsel to the Underwriter, dated the Closing Date, to the effect that (i) the Bonds are exempt from registration under the Securities Act of 1933, as amended, the Bonds are municipal securities within the meaning of the Securities Exchange Act of 1934, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"); (ii) based upon information made available to such counsel in the course of such counsel's participation in the transaction as counsel to the Underwriter and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, no facts came to such counsel's attention that caused them to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date (except for any financial statements or the statistical data, the information regarding DTC, the book-entry system

and the information contained in Appendices B, C, D and F included in the Preliminary Official Statement and the Official Statement, as to which no opinion or view need be expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (iii) assuming the enforceability of the Continuing Disclosure Agreement, the continuing disclosure undertaking contained in the Continuing Disclosure Agreement satisfies the requirements contained in paragraph (b)(5) of Rule 15c2-12;

(4) The opinion of counsel to the Issuer, dated the Closing Date and addressed to the Underwriter and Bond Counsel, in substantially the form attached hereto as Exhibit C;

(5) A certificate of an Authorized Officer, dated the Closing Date, to the effect that (i) the representations and agreements of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) no litigation or proceeding against it is pending or threatened that would (a) contest the right of the officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization, valid existence or powers of the Issuer, (c) contest the (1) validity of the Bonds, the Ordinance, the Resolution, the Official Statement, the Indenture or this Bond Purchase Contract, or (2) the due authorization and execution of the Bonds, the Ordinance, the Resolution, the Official Statement, the Eleventh Supplement or this Bond Purchase Contract, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from issuing and delivering the Bonds or making payments on the Bonds pursuant to the Indenture; (iii) the Ordinance and the Resolution have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) there have been no material adverse changes in the operations or financial condition of the Issuer nor in the general economy of the service area of the Issuer, except as described in the Preliminary Official Statement and the Official Statement; and (v) no event affecting the Issuer has occurred since the date of the Official Statement that would cause, as of the Closing Date, any statement or information contained in the Official Statement to contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading;

(6) Executed or certified copies of the Eleventh Supplement, this Bond Purchase Contract and the Continuing Disclosure Agreement;

(7) A Tax and Non-Arbitrage Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter and Bond Counsel;

(8) Certified copies of the adopted Ordinance and the Resolution;

(9) Evidence satisfactory to the Underwriter of the rating of “\_\_\_\_\_” assigned to the Bonds by Moody’s Investors Service [and the rating of “\_\_\_\_\_” assigned to the Bonds by Fitch Ratings, Inc.];

(10) A letter from PricewaterhouseCoopers LLP, dated the Closing Date, extending the AUP Letter to a date not more than five (5) business days prior to the Closing Date, addressed to the Issuer and the Underwriter;

(11) A certificate of an authorized officer of the Trustee, dated the Closing Date, in substantially the form attached hereto as Exhibit D, and an opinion of counsel to the Trustee, dated the Closing Date, in substantially the form attached hereto as Exhibit F;

(12) Two copies of the Official Statement executed on behalf of the Issuer by an Authorized Officer;

(13) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(14) A copy of the Blue Sky Memorandum with respect to the Bonds;

(15) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company; and

(16) Such additional legal opinions, certificates, proceedings, instruments and other documents, including any third-party certificates or letters that the Issuer would provide, as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer contained herein and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

#### 8. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except for the maturities set forth in Schedule I attached hereto as "hold-the-offering-price maturities" (each a "Restricted Maturity"),] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). [If, as of the date hereof, the 10% test has not been satisfied as to any maturity of the Bonds for which the Issuer has elected to utilize the 10% test, the Underwriter agrees to promptly report to the Issuer the prices at which it sells



Bonds of that maturity or maturities to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Bonds of that maturity or maturities or the Closing Date.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any Restricted Maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of a Restricted Maturity to any person at a price that is higher than the initial offering price of such Restricted Maturity to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of the Bonds of the particular Restricted Maturity to the public at a price that is no higher than the initial offering price of such Restricted Maturity to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of the Bonds of the particular Restricted Maturity to the public at a price that is not higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail or other third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (A)(i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the requirements for establishing issue price of the Bonds, including, but not limited to, the agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to a regulatory underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail or other third-party distribution agreement was employed in connection

with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to any Restricted Maturity.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than a regulatory underwriter or a related party to a regulatory underwriter,

(ii) “regulatory underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead regulatory underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to a regulatory underwriter if the regulatory underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Contract by all parties.

9. Termination. If the Issuer shall be unable to satisfy the conditions of the Underwriter’s obligations contained in this Bond Purchase Contract or if the Underwriter’s obligations shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract may be terminated by the Underwriter at, or at any time before, the time of the Closing. Notice of such termination shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any or all conditions

contained in this Bond Purchase Contract for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligation to purchase the Bonds, by written notice from the Underwriter to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement of a material fact set forth in the Preliminary Official Statement and the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds at the initial offering prices set forth in the Official Statement or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State of California shall have been passed, or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of the State of California, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or to the State of California 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 legislation shall have been proposed for consideration by either such Committee 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 legislation shall have been favorably reported 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, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the reasonable judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or

calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or California authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the Securities Act of 1933 (the "1933 Act"), or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Law, the Ordinance, the Resolution, the Bonds, the Indenture, the Continuing Disclosure Agreement or the collection of revenues pledged to payment of the Bonds as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the reasonable judgment of the Underwriter materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as described herein or in the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any documents, as described herein or in the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any litigation has been instituted or is pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the Resolution, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Indenture or the existence or powers of the Issuer with respect to its obligations under the Bonds, this Bond Purchase Contract or the Continuing Disclosure Agreement; or

(viii) A reduction or withdrawal in the following assigned rating, or, as of the Closing Date, the failure by Moody's Investors Service to assign the rating of "\_\_\_\_" to the Bonds [or Fitch Ratings, Inc. to assign the rating of "\_\_\_\_" to the Bonds].

10. Amendments to Official Statement. During the period commencing on the Closing Date and ending twenty-five (25) days after the end of the underwriting period, the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriter and the Issuer, an amendment or supplement to the Official Statement is appropriate, the Issuer shall, at its expense, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading.

11. Expenses. All reasonable 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, including the costs of printing or reproduction of the Bonds and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of the Issuer's municipal advisor, counsel to the Issuer, counsel to the Underwriter and Bond Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives which are incidental to implementing this Bond Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All out-of-pocket expenses and costs of the Underwriter incurred under or pursuant to this Bond Purchase Contract, including, without limitation, California Debt Investment and Advisory Commission fees, meals and travel expenses, shall be paid by the Underwriter (which may be included as an expense component of the Underwriter's discount).

12. Use of Documents. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Contract, the Preliminary Official Statement, the Official Statement, the Indenture and the Continuing Disclosure Agreement, and the information contained herein and therein.

13. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Contract may be given by delivering the same in writing to 2000 Mowry Avenue, Fremont, California 94538, Attention: Thomas McDonagh, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to BofA Securities, Inc., Bank of America Tower, One Bryant Park, New York, New York 10036, Attention: Robert Junqua.

14. Benefit. This Bond Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including their respective successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Bond Purchase Contract and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Bond Purchase Contract, other than pursuant to Section 9.

15. Attorneys' Fees. In the event of a dispute arising under this Bond Purchase Contract, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Bond Purchase Contract.

16. Governing Law. This Bond Purchase Contract shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Bond Purchase Contract shall be enforceable in the State of California, and any action arising hereunder shall be filed and maintained in Alameda County, California.

17. Counterparts. This Bond Purchase Contract may be executed in several counterparts, each of which shall be deemed an original hereof.

18. Miscellaneous. This Bond Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

Very truly yours,

By: BofA SECURITIES, INC., as Underwriter

By: \_\_\_\_\_  
Authorized Representative

Approved and Agreed to: August \_\_, 2023

WASHINGTON TOWNSHIP HEALTH CARE  
DISTRICT

By: \_\_\_\_\_  
Authorized Officer

**SCHEDULE I**

**Maturity Schedule**

<u>Maturity Date</u> ([July 1])	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%	%	%

A

C

\$ \_\_\_\_\_ % Term Bonds due [July 1], 20\_\_ ; Price \_\_\_\_\_ % Yield \_\_\_\_\_ %  
\$ \_\_\_\_\_ % Term Bonds due [July 1], 20\_\_ ; Price \_\_\_\_\_ % Yield \_\_\_\_\_ %

- <sup>(A)</sup> Represents a Maturity which satisfies the 10% test.  
<sup>(H)</sup> Represents a Maturity subject to the hold-the-offering-price rule.  
<sup>(C)</sup> Priced to optional redemption date of [July 1], 20\_\_.



EXHIBIT A  
TO BOND PURCHASE CONTRACT

\$ \_\_\_\_\_  
Washington Township Health Care District  
Revenue Bonds  
2023 Series A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (“BofA Securities”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

[Select appropriate provisions below:]

1. [Alternative 1<sup>1</sup> – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2<sup>2</sup> – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. *Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities].*

a) [Alternative 1<sup>3</sup> – All Maturities Use Hold-the-Offering-Price Rule: BofA Securities offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2<sup>4</sup> – Select Maturities Use Hold-the-Offering-Price Rule: BofA Securities offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

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1 If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

2 If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

3 If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

4 Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Contract, BofA Securities has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. BofA Securities has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Contract, BofA Securities has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. BofA Securities has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

### 3. ***Defined Terms.***

a) *[General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*General Rule Maturities.*”]

b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*Hold-the-Offering-Price Maturities.*”]

c) *[Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August \_\_, 2023), or (ii) the date on which BofA Securities has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

d) *Issuer* means Washington Township Health Care District.

e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August \_\_, 2023.

h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA Securities’ interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Non-Arbitrage Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BofA SECURITIES, INC.

By: \_\_\_\_\_  
Authorized Representative

Dated: September \_\_, 2023

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

*(Attached)*

EXHIBIT B  
BOND PURCHASE CONTRACT

Proposed Form of Supplemental Opinion of Bond Counsel

[TO BE UPDATED]

September \_\_, 2023

BofA Securities, Inc.  
Bank of America Tower  
One Bryant Park  
New York, New York 10036

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, California 94538

Washington Township Health Care District  
Revenue Bonds  
2023 Series A

Ladies and Gentlemen:

This letter is addressed to you pursuant to Section 7(a)(vii)(2) of the Bond Purchase Contract, dated August \_\_, 2023 (the “Purchase Contract”), by and between BofA Securities, Inc., as underwriter (the “Underwriter”) and the Washington Township Health Care District (the “District”), providing for the purchase of the above-referenced bonds (the “Bonds”). The Bonds are being issued pursuant to the District’s Ordinance No. \_\_\_\_\_ adopted by the Board of Directors of the District on \_\_\_\_\_, 2023 (the “Ordinance”), Resolution No. \_\_\_\_\_, adopted by the Board of Directors of the District on \_\_\_\_\_, 2023 (the “Resolution”), and an Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, a Ninth Supplemental Indenture, dated as of July 1, 2019, a Tenth Supplemental Indenture, dated as of December 1, 2020, and an Eleventh Supplemental Indenture, dated as of September 1, 2023 (as so supplemented, the “Indenture”), each by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the

respective meanings ascribed thereto in the Indenture, if not defined in the Indenture, in the Purchase Contract.

In connection with our role as bond counsel, we have reviewed: the Purchase Contract; the Ordinance; the Resolution; the Indenture; opinions of counsel to the District and the Trustee; certificates of the District, the Trustee, and others; and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions or conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or to inform any person whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

a. The Bonds are not subject to 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.

b. The statements contained in the Preliminary Official Statement and the Official Statement under the captions “THE 2023 SERIES A BONDS,” “SECURITY FOR AND SOURCES OF PAYMENT FOR THE 2023 SERIES A BONDS,” “TAX MATTERS,” and APPENDIX D – “Form of Bond Counsel Opinion,” excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements purport to summarize certain provisions of the Bonds, the Resolution and the final form and content of our final legal opinion, dated the date hereof, concerning certain tax matters relating to the Bonds, are accurate in all material respects.

c. The Purchase Contract has been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a legal, valid and binding agreement of the District enforceable against each in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and equitable remedies if equitable remedies are sought, and except no opinion is expressed as to the enforceability of the indemnification, waiver, choice of law or contributions provisions contained in the Purchase Contract.

This letter is furnished by us as bond counsel. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. Our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this letter. This letter is delivered to the Underwriter as the underwriter of the Bonds, is solely for the benefit of the Underwriter in such capacity and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person



other than the District and the Underwriter. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

EXHIBIT C  
BOND PURCHASE CONTRACT

Proposed Form of Opinion of Counsel to the District

[TO BE UPDATED]

September \_\_, 2023

BofA Securities, Inc.  
Bank of America Tower  
One Bryant Park  
New York, New York 10036

Nixon Peabody LLP  
One Embarcadero Center, 32nd Floor  
San Francisco, CA 94111

Re: \$\_\_\_\_\_ Washington Township Health Care District  
Revenue Bonds, 2023 Series A

Ladies and Gentlemen:

I have acted as special counsel to Washington Township Health Care District, a political subdivision of the State of California (the “District”), organized and existing under and pursuant to The Local Health Care District Law of the State of California (Division 23 of the California Health and Safety Code (the “Law”)), in connection with the issuance of the Washington Township Health Care District Revenue Bonds, 2023 Series A (the “Bonds”).

My opinion is delivered pursuant to Section 7(a)(vii)(4) of the Bond Purchase Contract, dated August \_\_, 2023 (the “Bond Purchase Contract”), between BofA Securities, Inc., as underwriter (the “Underwriter”), and the District. My opinion is based on the general transaction structure described below. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Indenture (as hereinafter defined) or the Bond Purchase Contract.

The Bonds are being issued pursuant to Ordinance No. \_\_\_\_\_ of the District adopted on \_\_\_\_\_, 2023 (the “Ordinance”), Resolution No. \_\_\_\_\_ of the District adopted on \_\_\_\_\_, 2023 (the “Resolution”), and an Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of

June 1, 2017, a Ninth Supplemental Indenture, dated as of July 1, 2019, a Tenth Supplemental Indenture, dated as of December 1, 2020, and an Eleventh Supplemental Indenture, dated as of September 1, 2023 (as so supplemented, the “Indenture”), each between the District and U.S. Bank Trust Company, National Association, as trustee (successor trustee to Union Bank, N.A.) (the “Trustee”). The Bonds are limited obligations of the District payable solely from the Revenues of the District and certain other amounts held by the Trustee in the funds and accounts established pursuant to the Indenture, subject to the provisions of the Indenture permitting the application thereof for other purposes and on the terms and conditions set forth therein. The Bonds are being sold to the Underwriter pursuant to the Bond Purchase Contract.

The proceeds of the Bonds will be used by the District (i) [to come], and (ii) to pay the costs of issuing the Bonds.

The District will undertake, pursuant to a Continuing Disclosure Agreement, dated September \_\_, 2023 (the “Continuing Disclosure Agreement”), between the District and Hilltop Securities Inc., as dissemination agent, to provide quarterly and annual reports as described therein and notices of certain events relating to the Bonds. An Official Statement, dated September \_\_, 2023 (the “Official Statement”), has been prepared to furnish information concerning the offering of the Bonds.

In rendering the opinions expressed herein, I have examined such documents, obtained and relied upon such certificates from public officials and officers and representatives of the District, and made such investigations of fact and law, as I have determined to be necessary or appropriate as a basis for the opinions expressed below. As to questions of fact relevant to this opinion, I have been furnished with, relied solely upon, and have not verified the accuracy of, (i) certificates and oral confirmations of public officials, (ii) certificates and oral confirmations of certain officers and authorized representatives of the District, (iii) answers given by officers and other representatives of the District to questions regarding, and documents submitted to me in response to the Due Diligence List sent to the District on [February 27, 2020, and updated and sent to the District on August 24, 2020 (the “Due Diligence List”) (including (A) the Alameda County Board of Supervisors Resolution No. 50910 dated June 17, 1948, declaring the District a duly organized hospital district under and pursuant to the Local Hospital District Law (now known as the Local Health Care District Law) (the “1948 Resolution”), (B) Statement of Facts Roster of Public Agencies Filing dated \_\_\_\_\_, 2023 (as of the date of this opinion not processed for filing or certified by the Secretary of State) (the “Statement”), with respect to which I have assumed (I) the accuracy of the contents and substance set forth therein, and (II) based on certain of the certifications set forth in the Officer’s Certificate (as defined below), receipt of the Statement by the Secretary of State on \_\_\_\_\_, 2023], (C) the current bylaws of the District, and (D) the Resolution), (iv) representations and warranties made by the District in the agreements and certificates executed by the District in connection with the Bonds, and (v) other information provided to me by the District. I have assumed and have not verified the accuracy of the facts stated in any certificate, answers to questions or the documents provided to me in response to the information request including, without limitation, those listed above.

As described above, I have acted as special counsel to the District in matters related to the sale and delivery of the Bonds, but I am not general counsel to the District.

As used herein, the words “to my knowledge” or similar language means my actual knowledge, based solely upon (i) my review of the Bonds, the Bond Purchase Contract, the Indenture and the Continuing Disclosure Agreement (collectively, the “Bond Documents”), (ii) my review of documents made available by the District in response to the Due Diligence List, and (iii) information, and representations and warranties contained in a Certificate of the Chief Executive Officer of the District, dated \_\_\_\_\_, 2023 (the “Officer’s Certificate”), all without further investigation; provided that for purposes of the opinions expressed in (A) subparagraph (a) of paragraph 6, “to my knowledge” means my actual knowledge based solely on a litigation search of the docket of the federal court for the [(I) Northern District of California and (II) Alameda County Superior Court performed by CLAS Worldwide Information Services as of August 18, and August 21, 2020,] respectively (the “Litigation Search”), and the Officer’s Certificate, both without further investigation, and (B) subparagraphs (a) through (c) of paragraph 8, “to my knowledge” means my actual knowledge based solely on the Litigation Search, without further investigation.

The opinion in paragraph 1 is based solely upon my review of the 1948 Resolution.

In rendering this opinion, I have made the following assumptions:

- (1) the authenticity of all items submitted to me as originals, (2) the conformity to originals of all items submitted to me as certified or photostatic copies, (3) originals or certified or photostatic copies submitted have not been amended or modified after submission to me, and (4) except for the signatures on behalf of the District, the genuineness of such signatures and the legal capacity and due authority of all persons executing the same.
- All parties other than the District have: (1) the requisite corporate or other authority and power to execute, deliver and perform their obligations under the documents to which they are parties; (2) duly authorized, by all requisite corporate or other action, the execution and delivery of the documents to which they are parties; and (3) duly executed and delivered the documents to which they are parties.
- All documents to be executed by parties other than the District constitute valid and binding agreements enforceable against each of such parties thereto in accordance with their respective terms.

Based on the foregoing and subject to the qualifications set forth below, as of the date of this letter, it is my opinion that:

1. The District is a local health care district duly organized and public entity existing under the Law and Constitution of the State of California.

2. The District has all necessary power and authority to (a) enter into the Bond Documents, (b) carry out and perform all of its duties and covenants contained in the Bond Documents and consummate the transactions described therein and in the Official Statement, (c) adopt the Ordinance and the Resolution, and (d) approve the Official Statement.

3. The Bond Documents have been duly authorized, executed and delivered by the District.

4. The (i) Ordinance (A) approving and authorizing the Bond Purchase Contract, and (B) approving and authorizing the sale of the Bonds at private sale, and (ii) the Resolution (A) approving and authorizing the Bond Documents and the issuance of the Bonds, and (B) approving and authorizing the distribution of the Official Statement, in preliminary and final form, were duly adopted at separate meetings of the District's Board of Directors, with respect to which for each meeting all notice required by law was given, and at which each meeting a quorum was present and acting throughout, and each of the Ordinance and Resolution is in full force and effect and have not been modified, amended or rescinded.

5. The Bond Documents constitute the legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms; except, in each such case, as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting the enforceability of creditors' rights generally, by the application of equitable principles if equitable remedies are sought and the application of judicial discretion, by the covenant of good faith and fair dealing which by law may be implied into contracts, and except as the enforcement of indemnification provisions may be (a) held to be against public policy, or (b) limited by applicable law.

6. The distribution of the Official Statement in preliminary and final form, the approval of the Official Statement by the District, the execution and delivery by the District of the Bond Documents, and the performance of the duties and covenants of the District contained therein, do not and will not, in any material respect, (a) constitute on the part of the District a violation or breach of or default under (with due notice or the passage of time or both): (i) the formation documents of the District, (ii) any California or federal law or administrative regulation known to me to be applicable to the District and typically applicable to transactions of the type described in the Bond Documents, (iii) any applicable court or administrative decree or order known to me, or (iv) to my knowledge, any agreements to which the District is a party or by which it or its properties are otherwise subject or bound, which violation, breach or default might have consequences that would materially and adversely affect the consummation by the District of the transactions described in the Bond Documents or the Official Statement, or the financial condition or operations of the District, or (b) to my knowledge, result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the District, other than Permitted Encumbrances (as defined in the Indenture).

7. No consent, permission, authorization, order or license of, or filing or registration with, any California or federal governmental authority (except as may be required under any state or federal blue sky or securities laws) and to my knowledge, no consent or approval of any trustee or holder of any indebtedness of the District is necessary in connection with the execution and delivery by the District of the Bond Documents, or the approval by the District of the Official Statement, or the distribution of the Official Statement or the consummation of the transactions described therein, except as have been obtained or made and as are in full force and effect.

8. a. Except as otherwise disclosed in the Official Statement, to my knowledge, there is no action, suit, proceeding, inquiry or investigation pending or

threatened before or by any court or federal, state, municipal or other governmental authority against or affecting the District directly or indirectly challenging the consummation of the financing transactions described in, or the validity of, the Bonds or the Bond Documents, which, if determined adversely to the District, would have a material and adverse effect on such consummation or validity.

- b. Except as otherwise disclosed in the Official Statement, to my knowledge, there is no action, suit, proceeding, inquiry or investigation pending or, to my knowledge, threatened before or by any court or federal, state, municipal or other governmental authority against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District, would have a material and adverse effect on the financial condition, assets or operations of the District.
- c. Except as otherwise disclosed in the Official Statement, to my knowledge, the District is not in violation or breach with respect to any specific judicial or administrative adjudicative order or decree directed to or affecting the District by any federal, state or municipal court or other governmental authority which violation or breach might have consequences that would materially and adversely affect the consummation of the transactions described in the Bonds or the Bond Documents, or the financial condition or operations of the District.

9. The (a) District has all necessary power and authority required as of the date hereof to conduct the business now being conducted by it as described in the Bond Documents and the Official Statement, (b) hospital operated by the District (the "Hospital") is duly licensed by the State of California Department of Public Health as a general acute care hospital, and (c) the Hospital and the District are qualified to receive payments for its costs and expenses or to be compensated for providing health care services (to the extent such payment or compensation is available under applicable statutes, regulations, administrative practices and contracts) under the federal Medicare and California Medi-Cal programs.

10. Based on the information made available to me in the course of my review of the Preliminary Official Statement and the Official Statement, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the information or the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to my attention that would lead me to believe that the Preliminary Official Statement, as of the date thereof and the date of the sale of the Bonds, and the Official Statement, as of the date hereof and thereof (except in each case for the financial statements or financial information (including pro forma information), demographic, statistical or economic data or forecasts, numbers, charts, tables, graphs, projections, assumptions or expressions of opinions, the information concerning The Depository Trust Company and its nominee and book-entry system, the Trustee, and Appendices B, C, D and F, as to all of which I express no opinion or view), contains or contained any untrue statement of a material fact or omits or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

The opinion expressed in clause (b) of paragraph 9 is based solely on my review of the primary operating license that has been issued for operation of the Hospital by the California Department of Public Health. In rendering such opinion, I have assumed that such operating license is in full force and effect, that the Hospital and District are in material compliance with all of the requirements for such licensure and that such operating license is the only requirement of the State of California in order for the District to be qualified to provide general acute care health services and to operate and maintain the Hospital for such purposes.

With respect to the opinion expressed in clause (c) of paragraph 9, I have relied on representations made to me by officers of the District who are responsible for such matters, and in my opinion, it is reasonable to rely on such representations.

I express no opinion with respect to the laws of any state or jurisdiction other than California, except that I express my opinion as to federal law with respect to subparagraph (a)(ii) of paragraph 6 and paragraphs 7, 9, and 10. My opinion with respect to the enforceability of, or the effect of any fact upon, any agreement referred to herein is rendered as if such agreement were to be construed in accordance with and governed by the laws of the State of California, whether or not such agreement is to be so construed or governed. I advise you that under existing law, a provision for indemnity of any person may not be enforced to the extent such person is guilty of fraud, bad faith or willful misconduct. I further advise you that enforcement of indemnification provisions in any of the documents may be limited by applicable securities or other laws or held to be against public policy. I express no opinion as to the enforceability of any provision concerning governing or choice of law, jurisdiction, waiver or contribution.

I express no opinion as to any state or federal securities or blue sky laws or their application to any of the documents referred to herein or any transaction described in such documents, except as to the standards of materiality necessary to give my opinion in paragraph 10.

My opinions herein are based on laws, regulations, rulings and court decisions as of the date hereof.

My opinions herein are further qualified as follows: (i) as special counsel to the District in this matter, I have not rendered financial advice to it and do not represent by this letter or otherwise that I have reviewed or made any assessment about, nor do I express any opinion with respect to, the past, present or future financial condition of the District or any of its affiliates, (ii) as set forth above, I have undertaken a limited review in connection with the opinions expressed herein, and because of the complexity of the laws applicable to, and the myriad of operations and transactions entered into by, a modern hospital, healthcare system and health care district and all their related organizations, (A) there can be no assurance that all relevant facts have been revealed to me in the course of my review, and (B) my limited review would not necessarily disclose every violation of applicable law.

The opinions set forth herein are expressed as of the date of this letter, and I assume no obligation to advise you of any circumstances, events or developments which may be brought to my attention following the date hereof and which may alter, affect or modify the opinions expressed herein.

This opinion is furnished by me as special counsel to the District and it may be relied upon only by the addressees in connection with the transactions described in the Ordinance, the Resolution, the Indenture, the Bond Purchase Contract and the Official Statement. This letter shall not be used, quoted, disseminated, circulated or relied upon by any other person or entity, for any purpose without my prior written consent; except that it may be included in the transcript of documents prepared in connection with the execution and delivery of the Bonds.

Very truly yours,

MARY K. NORVELL  
Attorney at law



CERTIFICATE OF TRUSTEE

[TO BE UPDATED]

The undersigned hereby states and certifies as follows:

(a) the undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the “Bank”), a national banking association duly organized and validly existing under the laws of the United States of America and serving as trustee in connection with the \$ \_\_\_\_\_ aggregate principal amount of Washington Township Health Care District, Revenue Bonds, 2023 Series A (the “Bonds”), which are issued pursuant to that certain Eleventh Supplemental Indenture, dated as of September 1, 2023, between the Bank and the Washington Township Health Care District (the “District”), which supplements the Indenture dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, a Ninth Supplemental Indenture, dated as of July 1, 2019, and a Tenth Supplemental Indenture, dated as of December 1, 2020 (as so supplemented, the “Indenture”);

(b) to the knowledge of the undersigned officer, the compliance with the provisions on the Bank’s part contained in the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, or decree (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Bank pursuant to the Indenture under the terms of any such law, administrative regulation, judgment, or decree, except as provided in the Indenture;

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

(d) within the scope of its obligations imposed by the Resolution and the Indenture, the Trustee will furnish such information as it has in its possession, execute such applications and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request

in writing in order to enable (i) the qualification of 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 the Underwriter may designate and (ii) the determination of the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, or to enable the continuance of such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Bank be required to take any action that would (i) subject it to any service of process in any jurisdiction in which it is not now so subject or (ii) result in it doing business in any jurisdiction in which it is not now so doing business.

Unless otherwise specified, all capitalized terms used herein shall be as defined in the Indenture.

Dated: \_\_\_\_\_, 2023

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

By: \_\_\_\_\_  
Authorized Representative

EXHIBIT E TO  
BOND PURCHASE CONTRACT

Form of Agreed Upon Procedures Letter

[TO COME]

Proposed Form of Trustee Counsel Opinion

[TO BE UPDATED]

September \_\_, 2023

BofA Securities, Inc.  
Bank of America Tower  
One Bryant Park  
New York, New York 10036

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, CA 94111

U.S. Bank Trust Company, National Association  
Global Corporate Trust Services  
1 California Street, Suite 1000  
San Francisco, CA 94111

Ladies and Gentlemen:

We have acted as special counsel to U.S. Bank Trust Company, National Association (the “Trustee”), in connection with the execution and delivery by the Trustee of that certain Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, a Ninth Supplemental Indenture, dated as of July 1, 2019, a Tenth Supplemental Indenture, dated as of December 1, 2020, and an Eleventh Supplemental Indenture, dated as of September 1, 2023 (as so supplemented, the “Indenture”), each between the Trustee and the Washington Township Health Care District (the “District”), pursuant to which the District is issuing its Revenue Bonds, 2023 Series A (the “Bonds”). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Indenture.

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the Indenture and such documents, corporate records, certificates, including certificates of public officials, and other instruments as we have deemed

necessary or advisable for purposes of this opinion letter, including those relating to the authorization, execution and delivery of the Indenture. In our examination and review we have assumed the genuineness of all signatures (other than the signatures of representatives of the Trustee), the legal capacity of natural persons, the authenticity of the documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such copies. Regarding documents executed by parties other than the Trustee, we have assumed (i) that each such other party had the power to enter into and perform all its obligations thereunder, (ii) the due authorization of, and the due execution and delivery of, such documents by each such party and (iii) that such documents constitute the legal, valid and binding obligations of each such party.

Based upon and subject to the foregoing, and subject to the further assumptions, limitation, qualifications and exceptions set forth herein, we are of the opinion that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and has full right, power and authority to act as Trustee under the Indenture, and to execute and deliver the Indenture and comply with the terms thereof and perform its obligations thereunder; the Trustee has full right, power and authority to authenticate and deliver the Bonds, and has duly authorized the acceptance of the trust described in the Indenture.

(ii) the Bonds have been duly authenticated and delivered by the Trustee in accordance with the Indenture.

(iii) the Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the District, constitutes the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms (except insofar as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or judicial decisions affecting the rights of creditors generally or by the application of equitable principles where equitable remedies are sought); and

(iv) the authentication and delivery of the Bonds and the execution and delivery of and performance by the Trustee of its duties under the Indenture will not contravene, conflict with, violate or result in a breach of the terms, conditions or provisions of, or constitute a default under the Articles of Incorporation or Bylaws of the Trustee or any law of the State of California or of the United States of America or any rule or regulation thereunder governing the Trustee, any order or decree of any court or public authority having jurisdiction, or any mortgage, indenture, contract, agreement or undertaking known to us to which the Trustee is a party or by which it is bound.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, we specifically express no opinion as to the status of the Bonds, the issuance thereof or the interest thereon under (1) any federal securities laws, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, or any state securities or "Blue Sky" law, or (ii) federal, state or local tax law. Further, we express no opinion on the laws of any jurisdiction other than the State of California and the United States of America.

The opinion is as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein. Further, this opinion neither implies, nor should it be viewed to imply, an approval or recommendation of any investment in the Bonds. Finally, this opinion is solely for the benefit of the addressees, and this opinion may not be relied upon in any manner, nor used, by any other persons, except that copies may be included in transcripts of proceedings for the issuance of the Bonds.

Yours truly,