



Washington Township Health Care District

Board of Directors

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

BOARD OF DIRECTORS' MEETING

Wednesday, September 9, 2026 – 6:00 P.M.

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

<https://whhs.zoom.us/j/93615952152?pwd=DzkvYBbbFRP1PGIB2tWoOOjalyFxRP.1>

Passcode: 723683

Board Agenda and Packet can be found at:

[September 2026 | Washington Health](#)

AGENDA

PRESENTED BY:

I. **CALL TO ORDER &
PLEDGE OF ALLEGIANCE**

William Nicholson, MD
President

II. **ROLL CALL**

Cheryl Renaud
District Clerk

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 on the agenda and within the subject matter of jurisdiction of the Board. "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. **CONSENT CALENDAR**

Items listed under the Consent Calendar include reviewed reports and recommendations and are acted upon by one motion of the Board. Any Board Member or member of the public may remove an item for discussion before a motion is made.

William Nicholson, MD
President

A. Consideration of Minutes of the Regular Meetings
of the District Board: August 12, 17, 24 & 26, 2026

Motion Required

B. Consideration of Medical Staff: General Surgery
Privilege Delineation (Revision)

V. REPORTS

PRESENTED BY:

- | | |
|---|---|
| A. Medical Staff Report | Aaron Barry, MD
Chief of Staff |
| B. Service League Report | Jill Ziman
Service League President |
| C. Quality Report: Influenza Prevention | Dianne Martin, MD
Infectious Disease Program
Consultant |
| D. Finance Report | Ajay Sial
Senior Vice President &
Chief Financial Officer |
| E. Hospital Operations Report | Kimberly Hartz
Chief Executive Officer |
| F. Health System Calendar Report | Kimberly Hartz
Chief Executive Officer |

VI. ACTION

Motions Required

- A. Consideration of Resolution No. 1288: Authorizing the Issuance and Determining to Proceed with Negotiated Sale of Certain General Obligation Bonds of the District in an Aggregate Principal Amount Not to Exceed \$55,000,000 and Approving Certain Other Matters Relating to the Bonds
- B. Consideration of Resolution No. 1289: Authorizing the Issuance and Sale of its 2026 General Obligation Refunding Bonds in an Aggregate Principal Amount Not to Exceed \$284,000,000 and Approving Certain Other Matters Relating to the Bonds
- C. Consideration of Resolution No. 1290: Memorandum of Understanding between Washington Hospital and International Longshore & Warehouse Union (ILWU), Local 6

VII. **ANNOUNCEMENTS**

VIII. **ADJOURNMENT**

William Nicholson, MD
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) 818-7401. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, August 12, 2026 in the Board Room at 2000 Mowry Avenue, Fremont and Zoom access was provided. Director Nicholson called the meeting to order at 6:00 p.m. and led those in attendance of the meeting in the Pledge of Allegiance.

CALL TO ORDER

*PLEDGE OF
ALLEGIANCE*

Roll call was taken: Directors present: William Nicholson, MD; Jeannie Yee; Bernard Stewart, DDS; Jacob Eapen, MD

ROLL CALL

Absent: Michael Wallace

Staff Present: Kimberly Hartz, Chief Executive Officer; Ajay Sial, Senior Vice President & Chief Financial Officer; Tina Nunez, Senior Vice President & Chief Administrative Officer; Terri Hunter, Vice President & Chief Nursing Officer; Paul Kozachenko, Legal Counsel; Chet Morrison, MD & Trauma Program Medical Director; Jennifer Kubisz, Trauma Program Director; Cheryl Renaud, Assistant to the Chief Executive Officer & District Clerk; Sri Boddu; Shirley Ehrlich, Executive Assistant II

Zoom Attendees: Kristin Ferguson; Jill Ziman; Tammi Tyson; Maria Nunes; Felipe Villanueva; JoAnne Pineda; John Lee; Reza Beheshti; Aaron Barry, MD; Rick Idemoto; Jack Rose, MD; Marcus Watkins; Brian Smith, MD; Angus Cochran, Kadeer Halimi, DO; Mary Bowron; Charlene Singer; Terence Lin, MD; Melissa Garcia; Prabhjot Singh Khalsa, MD; Alvin Aguirre; Maria Fuentes

Director Nicholson welcomed any members of the general public to the meeting.

OPENING REMARKS

There were no Oral Communications.

*COMMUNICATIONS:
ORAL*

There were no Written Communications.

*COMMUNICATIONS:
WRITTEN*

Director Nicholson presented the Consent Calendar for consideration:

CONSENT CALENDAR

- A. Consideration of the Minutes of the Regular Meetings of the District Board:
July 8, 20, 22 & 27, 2026

Director Yee moved that the Board of Directors approve the Consent Calendar, Item A. Director Eapen seconded the motion.

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye
Bernard Stewart, DDS – aye
Jacob Eapen, MD – aye
Michael Wallace – absent

Motion Approved.

Kimberly Hartz, Chief Executive Officer, introduced JoAnne Pineda, Program Consultant with the American Heart Association. JoAnne presented Washington Health with two Get with the Guideline awards: Stroke 2026 Gold Plus with Target: Stroke Honor Roll Elite Plus along with Target Type 2 Diabetes Honor Roll and Coronary Artery Disease 2026 Gold Plus with Target: Type 2 Diabetes Honor Roll. JoAnne stated that these in-hospital programs improve stroke and cardiac care, which can minimize long term effects and prevent death. The Stroke and Stemi Champions, along with the Executive Leadership were recognized and thanked for their work and support. The American Heart Association recognizes Washington Health for its continued success in using these programs with achievement measures of 85% or greater.

PRESENTATION: GET WITH THE GUIDELINES® - STROKE GOLD PLUS & CORONARY ARTERY DISEASE GOLD PLUS

Dr. Aaron Barry, Chief of Medical Staff, joined the meeting and reported that there are 10 new applicants for Medical Staff. There are now a total of 701 Medical Staff members, including 383 active members.

MEDICAL STAFF REPORT

Jill Ziman, Service League President, reported that during the month of July, the Service League Volunteers contributed 3,401 hours of service to the hospital. At this time, there are 219 active adult volunteers and 189 college volunteers, 169 junior volunteers, and 23 spiritual care volunteers.

SERVICE LEAGUE REPORT

There was one vigil request for the NODA group in July.

The Mended Hearts Team met with 49 patients and 25 family members and caregivers.

Jill represented Washington Health at the Niles Dog Show along with one of the members of the Woof Team. They were able to talk with many people interested in learning more about the hospital, as well as a few people interested in learning more, specifically about the Woof Program.

Jill announced that the Service league has launched a new online fundraiser. The partnership with Southern Comfort Bedding enables employees, physicians, and volunteers to shop for luxury bed linens and towels with a portion of the proceeds returning to the Service League. The sale started on Monday and will continue through August 24, 2026. Flyers with QR codes have been e-mailed to staff and volunteers. Sample sets are available to view in the gift shop and in the volunteer office.

Jill shared that an employee recently wrote a beautiful e-mail to Volunteer Services. The employee shared her gratitude for her time in Washington Health, beginning as a high school student volunteer, later becoming a college volunteer, and now working as a speech language pathologist. She volunteered in the Lobby, in the Institute for Joint Restoration and at Health Fairs. She also served as a Nursing Unit Assist. She said she had fond memories of the ice cream treats that she enjoyed after her volunteer shifts. She continued to share that she was thankful for the opportunity to keep serving her community.

This provides a great example of how the Service League can give students exposure to healthcare environments that can influence their future career choices.

Kimberly Hartz, Chief Executive Officer, introduced Mary Bowron, Assistant Vice President & Chief Quality Officer, who presented the Quality Dashboard for Quarter Ending June 30, 2026, comparing WH statistics to State and National Benchmarks. There were no Hospital Acquired MRSA in the past quarter, which was lower than the 1.238 predicted number of infections. There were two Catheter Associated Urinary Tract Infections (CAUTI), which was higher than the 1.219 predicted number of infections and one Central Line Associated Bloodstream Infection (CLABSI), which was lower than the 1.787 predicted number of infections. There was one Surgical Site Infection (SSI) following Colon Surgery, which was higher than the 0.163 predicted number of infections. We had zero SSI's following Abdominal Surgery, which was lower than the predicted number of infections (0.093) and four hospital-wide Clostridium Difficile (C.diff.) infections, which was lower than the 10.361 predicted number of infections. Hand Hygiene was at 99.5%.

*QUALITY REPORT:
QUALITY
DASHBOARD Q/E
JUNE 2026*

The Moderate Fall with Injury rate for the quarter was at 0.11. The national benchmark rate was not available. Hospital acquired Pressure Ulcer rate was at 0.77 for the quarter. The national benchmark was not available for Quarter Ending June 2026 and lower than the most recent national rate of 1.35%.

The 30-day readmission rate for AMI discharges was higher than the CMS national benchmark (19% versus 14.9%). The 30-day Medicare pneumonia readmissions rate was higher than the CMS national benchmark (25.9% versus 15.1%). 30-day Medicare Heart Failure readmissions was slightly higher (19.2% versus 19.1%) than the CMS benchmark. 30-Day Medicare Chronic Obstructive Pulmonary Disease (COPD) readmission rate was higher than the CMS benchmark (25.9% versus 18.7%). The 30-day Medicare CABG readmission rate was higher than the CMS national benchmark (22.2% versus 9.9%). 30-day Medicare Total Hip Arthroplasty (THA) and/or Total Knee Arthroplasty (TKA) was lower than the CMS national benchmark (0.0% versus 5.3%).

Ajay Sial, Senior Vice President & Chief Financial Officer, presented the Finance Report for June 2026. The average daily inpatient census was 188.5 with discharges of 1,176 resulting in 5,655 patient days. Outpatient observation equivalent days were 137. The average length of stay was 4.98 days. The case mix index was 1.626. Deliveries were 150. Surgical cases were 556. The Outpatient visits were 10,825. Cath Lab cases were 233. Emergency visits were 5,093. Joint Replacement cases were 219. Neurosurgical cases were 22. Cardiac Surgical cases were 117. Total FTEs were 1,783.1. FTEs per adjusted occupied bed was 5.65. Overall, the net income for June was \$(886,000).

FINANCE REPORT

Kimberly Hartz, Chief Executive Officer, presented the Hospital Operations Report for July 2026. Patient gross revenue of \$244.4 million for July was favorable to the budget of \$239.9 million by \$4.6 million (1.9%), and favorable compared to July 2025 by \$13.6 million (5.9%).

*HOSPITAL
OPERATIONS REPORT*

Trauma Cases of 190 for July was consistent to the budget of 190 and favorable to July 2025 by 39 (25.8%). Trauma gross revenue of \$23.7 million for July was consistent to the budget of \$23.5 million by \$0.2 million (1.0%). Urgent Care Visits of 879 were unfavorable to budget by 250 (22.1%). YTD visits of 879 were unfavorable to budget by 1,129 (22.1%).

The Average Length of Stay was 5.19. The Average Daily Inpatient Census was 183.0 and was favorable to budget of 171.0 by 11.9 (7.0%). There were 1,144 Discharges that was favorable to budget of 1,097 by 47 (4.3%). There were 5,672 patient days which was favorable to budget of 5,301 by 370 days (7.0%). There were 549 Surgical Cases and 243 Cath Lab cases at the Hospital. Deliveries were 139. Non-Emergency Outpatient visits were 10,869. Emergency Room visits were 5,324. Total Government Sponsored Preliminary Payor Mix was 74.6%, against the budget of 73.8%. Total FTEs per Adjusted Occupied Bed were 4.86. For June, the Days Cash On Hand was 115 days. There was \$308k in charity care adjustments in July 2026.

August Employee of the Month is Lee Nguyen, Patient Care Coordinator, Prenatal Diagnostic Center.

*EMPLOYEE OF THE
MONTH*

Past Health Promotions & Community Outreach Events:

HOSPITAL CALENDAR

- July 9: Fremont Summer Concert Series: Highlighting Maternal and Child Health - Fremont Central Park
- July 12: Alameda County Fair Junior Livestock – Alameda County Fairgrounds
- July 16: Washington Health Podcast: Advanced Approaches to Partial versus Total Knee Replacement – YouTube
- July 16: Fremont Summer Concert Series: Highlighting Diabetes Education and Service League – Fremont Central Park
- July 17: Skin Cancer Prevention – Acacia Creek Retirement Community, Union City
- July 19: Newark Mariachi Festival – Shirley Sisk Grove, Newark
- July 22: Food as Medicine Presentation – Western Allied Mechanical, Union City
- July 23: Fremont Summer Concert Series: Highlighting Washington Cancer Center and Respiratory Care - Fremont Central Park
- July 29: High School Sports Physicals – Newark Memorial High School
- July 30: Washington Health Podcast: Caring for the Caregiver - YouTube
- August 1: Bay Area Community Health (BACH) Ohana Health Fair – BACH Liberty Health Clinic, Fremont
- August 5: Heart Smart Walking Challenge Special Event: Ribbon Cutting Ceremony – Community Blood Pressure Kiosk – Mark Green Sports Center, Union City

Upcoming Health Promotions & Community Outreach Events:

- August 13: Washington Health Podcast: What to Expect When Having Your Baby at Washington Health – YouTube
- August 22: Road to Wellness Health Fair: Celebrating Two Years of Trauma Care – Washington West Parking Lot

- August 26: Stroke Warning Signs and Symptoms – Fremont Rotary Club
- August 26: Medicare Enrollment Presentation – Acacia Creek Senior Living Community
- August 27: Washington Health Podcast: Vax Facts, Your Guide to Immunizations – YouTube
- September 2: Washington Health Walk: Exercise for Heart Health – Lakeshore Park, Newark

Washington Health Foundation continues to make great progress planning for the 40th Anniversary Top Hat Gala, set for Saturday, October 10, 2026. This milestone celebration will raise critical funds for a state-of-the-art neurosurgical robotic platform. Formal invitations will be in the mail later this month.

Angus Cochran, Chief Community Support Services, highlighted Washington Health's recent support in the 2026 Junior Livestock Auction held at Alameda County Fairgrounds. Washington Health began this project with Alameda County Supervisor Scott Haggerty and has carried on the tradition with Alameda County Supervisor David Haubert for several years. Washington Health is the number one bidder at the auction each year.

Students send Buyer Letters and request an interview to meet with the show animals and solicit bids. The Washington Health team interviews forty 4H and FFA participants prior to the full-day auction with rabbits, goats, lambs, hogs and steers. This year, Washington Health purchased 14 hogs, 9 lambs and one third of a steer.

Kimberly Hartz, Chief Executive Officer, briefed the Board on the NPC-5 Water Rationing Plan Compliance Project, which is a state mandated campus-wide upgrade providing emergency potable water and sanitary sewer storage for all acute care buildings, along with all required connections, equipment, and associated infrastructure.

*ACTION ITEM A:
CONSIDERATION OF
NONSTRUCTURAL
PERFORMANCE
CATEGORY 5 (NPC-5)
WATER RATIONING
PLAN*

Director Yee moved that the Board of Directors approve the amount of \$6,562,841 for an overall project budget, not to exceed \$7,500,000, and grant the Chief Executive Officer the authority to proceed with the project and the completion of necessary documents for the compliance to HCAI's Nonstructural Performance Category 5 (NPC-5) Watering Rationing Plan for the General Acute Care Hospital. Director Stewart seconded the motion.

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye
Bernard Stewart, DDS – aye
Jacob Eapen, MD – aye
Michael Wallace – absent

Motion approved.

There were no Announcements.

ANNOUNCEMENTS

There being no further business, Director Nicholson, stated there was no closed session following this meeting and adjourned the meeting at 7:45 p.m.

ADJOURNMENT

William Nicholson, MD
President

Michael Wallace
Secretary

DRAFT

A meeting of the Board of Directors of the Washington Township Health Care District was held on Monday, August 17, 2026 in the Board Room at 2000 Mowry Avenue, Fremont and Zoom access was provided. Director Nicholson called the meeting to order at 6:00 p.m. and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken: Directors present: William Nicholson, MD; Jeannie Yee; Bernard Stewart, DDS; Jacob Eapen, MD

ROLL CALL

Absent: Michael Wallace

Staff Present: Kimberly Hartz, Chief Executive Officer; Ajay Sial, Senior Vice President & Chief Financial Officer; Larry LaBossiere, Senior Vice President & Chief Operating Officer; Tina Nunez, Senior Vice President & Chief Administrative Officer; Terri Hunter, Vice President & Chief Nursing Officer; John Lee, Vice President & Chief Information Officer; Paul Kozachenko, Legal Counsel; Cheryl Renaud, Executive Assistant to the CEO & District Clerk; Shirley Ehrlich, Executive Assistant II

Director Nicholson welcomed any members of the general public to the meeting.

Director Nicholson noted that Public Notice for this meeting, including Zoom information, was posted appropriately on our website. This meeting is being conducted in the Board Room and by Zoom.

OPENING REMARKS

There were no Oral Communications.

*COMMUNICATIONS:
ORAL*

There were no Written Communications.

*COMMUNICATIONS:
WRITTEN*

There were no items on the Consent Calendar for consideration.

CONSENT CALENDAR

There were no Action Items.

ACTION ITEM

There were no Announcements.

ANNOUNCEMENTS

Director Nicholson adjourned the meeting to closed session at 6:02 p.m., as the discussion pertained to reports regarding Conference Involving Trade Secrets pursuant to Health & Safety Code Section 32106 - Strategic Planning and Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2).

*ADJOURN TO CLOSED
SESSION*

Director Nicholson stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this meeting was being conducted in the Board Room and via Zoom, there is no way of knowing when the closed session will end. The public was informed they could contact the District Clerk for the

Board's report beginning August 18, 2026. The minutes of this meeting will reflect any reportable actions.

Director Nicholson reconvened the meeting to open session at 7:54 p.m. The District Clerk reported that during closed session, the Board of Directors rejected the claim filed by Tajreen Mahvish and directed the Chief Executive Officer to provide the claimant with the notice of rejection of the Claim. Also, the Board of Directors authorized the Chief Executive Officer to sign the notice of return of late claim to Tauasosi Siufua because it was not presented within six months after the event or occurrence as required by law by unanimous vote of all directors present.

*RECONVENE TO OPEN
SESSION & REPORT ON
CLOSED SESSION*

There being no further business, Director Nicholson adjourned the meeting at 7:54 p.m.

ADJOURNMENT

William Nicholson, MD
President

Michael Wallace
Secretary

A meeting of the Board of Directors of the Washington Township Health Care District was held on Monday, August 24, 2026 in the Board Room at 2000 Mowry Avenue, Fremont and Zoom access was provided. Director Nicholson called the meeting to order at 7:30 a.m. and led those in attendance of the meeting in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken. Directors present: William Nicholson, MD; Jeannie Yee; Bernard Stewart, DDS; Jacob Eapen, MD

ROLL CALL

Absent: Michael Wallace

Also present: Kimberly Hartz, Chief Executive Officer; Larry LaBossiere, Senior Vice President & Chief Operating Officer; Terri Hunter, Vice President & Chief Nursing Officer; Mary Bowron; Brian Smith, MD; Aaron Barry, MD; Jeanie Ahn, MD; John Romano, MD; Rohit Arora, MD; Ranjana Sharma, MD

There were no Oral communications.

*COMMUNICATIONS:
ORAL*

There were no Written communications.

*COMMUNICATIONS:
WRITTEN*

Director Nicholson adjourned the meeting to closed session at 7:32 a.m. as the discussion pertained to Medical Audit and Quality Assurance Matters pursuant to Health & Safety Code Section 32155.

*ADJOURN TO CLOSED
SESSION*

Director Nicholson reconvened the meeting to open session at 8:29 a.m. and reported no reportable action was taken in closed session.

*RECONVENE TO OPEN
SESSION & REPORT ON
CLOSED SESSION*

There being no further business, the meeting adjourned at 8:29 a.m.

ADJOURNMENT

William Nicholson, MD
President

Michael Wallace
Secretary

Board of Directors' Meeting

August 26, 2026

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A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, August 26, 2026 in the Board Room at 2000 Mowry Avenue, Fremont and Zoom access was provided. Director Nicholson called the meeting to order at 6:00 p.m. and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken: Directors present: William Nicholson, MD; Jeannie Yee; Bernard Stewart, DDS; Jacob Eapen, MD; Michael Wallace

ROLL CALL

Also present: Kimberly Hartz, Chief Executive Officer; Ajay Sial, Senior Vice President & Chief Financial Officer; Tina Nunez, Senior Vice President & Chief Administrative Officer; Larry LaBossiere, Senior Vice President & Chief Operating Officer; Terri Hunter, Vice President & Chief Nursing Officer; Paul Kozachenko, Legal Counsel; Cheryl Renaud, Executive Assistant to the CEO & District Clerk; Shirley Ehrlich, Executive Assistant II

Director Nicholson welcomed any members of the general public to the meeting.

OPENING REMARKS

Director Nicholson noted that Public Notice for this meeting, including Zoom information, was posted appropriately on our website. This meeting is being conducted in the Board Room and by Zoom.

There were no Oral Communications.

*COMMUNICATIONS:
ORAL*

There were no Written Communications.

*COMMUNICATIONS:
WRITTEN*

There were no items on the Consent Calendar.

CONSENT CALENDAR

Kimberly Hartz, Chief Executive Officer, informed the Board that Washington Health is looking to proceed with the development and tenant improvements of the property in Warm Springs, as an important strategic investment in the commitment to provide local access to quality care for residents in the southern part of the district.

*ACTION ITEM:
CONSIDERATION OF
WARM SPRINGS
OUTPATIENT CENTER
PROJECT*

Director Yee moved that the Board of Directors approve the project budget for an amount not to exceed \$21,162,900, and instruct the Chief Executive Officer to proceed with the necessary documents for Phase 1 of the Warm Springs Outpatient Center Project. Director Stewart seconded the motion.

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye

Bernard Stewart, DDS – aye
Jacob Eapen, MD – aye
Michael Wallace – aye

Motion Approved.

Kimberly Hartz, Chief Executive Officer, briefed the Board that since the project of the Enterprise Resource Planning system has progressed, there have been complexities in workflows and the challenges have required us to extend the original implementation timeline to ensure it is operationally ready prior to go live.

*ACTION ITEM:
CONSIDERATION OF
INTEGRATED
ENTERPRISE
RESOURCE PLANNING
SOLUTION FUNDING
ADDENDUM*

Director Yee moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary agreements and proceed with the purchase of additional implementation, consulting and related services and fees and the capitalization of labor in a total amount not to exceed \$3,853,000. Director Wallace seconded the motion.

Roll call was taken:

William Nicholson, MD – aye
Jeannie Yee – aye
Bernard Stewart, DDS – aye
Jacob Eapen, MD – aye
Michael Wallace – aye

Motion Approved.

There were no announcements.

ANNOUNCEMENTS

Director Nicholson adjourned the meeting to closed session at 6:06 p.m., as the discussion pertained to reports regarding Medical Audit & Quality Assurance Matters pursuant to Health & Safety Code Section 32155, Conference Involving Trade Secrets pursuant to Health & Safety Code Section 32106 - Strategic Planning, and Conference with Labor Negotiators Pursuant to Government Code Section 54957.6; Agency designated representative(s): Kimberly Hartz, Chief Executive Officer.

*ADJOURN TO CLOSED
SESSION*

Director Nicholson stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this meeting was being conducted in the Board Room and via Zoom, there is no way of knowing when the closed session will end. The public was informed they could contact the District Clerk for the Board's report beginning August 27, 2026. The minutes of this meeting will reflect any reportable actions.

Director Nicholson reconvened the meeting to open session at 7:59 p.m. During closed session, the District Clerk reported that the Board of Directors approved the closed session minutes of July 20 & 22, 2026 and the Medical Staff Credentials Committee Report by unanimous vote of all directors present.

*RECONVENE TO OPEN
SESSION & REPORT ON
CLOSED SESSION*

There being no further business, Director Nicholson adjourned the meeting at 7:59 p.m.

ADJOURNMENT

William Nicholson, MD
President

Michael Wallace
Secretary

MEMORANDUM

Date: August 17, 2026

To: Kimberly Hartz, Chief Executive Officer

From: Aaron Barry MD, Chief of Staff

Subject: MEC Report to Board - General Surgery Privilege Delineation (Revision)

The Medical Executive Committee, at its meeting on August 17, 2026, approved the attached revision to the Department of Surgery/General Surgery Privilege Delineation.

The attached privilege delineation has been revised to add "Surgical Assisting Only". This privilege will permit a surgeon, who no longer maintains other surgical privileges, but desires to act as an assistant surgeon only, to be granted assist privileges in the Hospital.

While the scope of practice of any physician in California includes surgical assisting, both California Law and CMS require that all privileges in a Hospital must be approved by the Governing Body.

Please accept this memorandum as a formal request for presentation to the Board of Directors for final approval of this revision to the attached General Surgery Privilege Delineation.



Washington Health

Medical Staff

General Surgery

Delineation of Privileges

Applicant's Name: Test, Provider

Instructions:

1. Click the **Request** checkbox to request a group of privileges such as *Core Privileges* or *Special Privileges*.
2. **Uncheck** any privileges you do not want to request in that group.
3. When requesting your privileges, please remember you must be able to demonstrate current competency to be granted or to have a privilege renewed.
4. Please pay close attention to make sure you submit all required forms (i.e., activity, case logs), as incomplete files cannot be processed
5. Electronically Sign/Date form.

Notes:

- Applicants are not required to apply for all specialty-specific Core Privileges. If requirements exist for a particular specialty, the criteria will be outlined under the required qualifications section of each privilege form.
- Applicants may request privileges that apply to multiple specialties if they qualify.
- **IMPORTANT-If you have not met the minimum activity requirements for any privileges; do not check the boxes for those privileges.**

Facilities

☒ **WH**

Required Qualifications

Licensure	Licensed M.D. or D.O.
Membership	Meet all requirements for medical staff membership.
Continuing Education	Applicant must attest to having completed 50 AMA PRA Category 1 CME credits within the previous 24 months directly related to the practice of general surgery (waived for applicants who have completed training during the previous 24 months).
Education/Training	Completion of an ACGME or AOA accredited Residency training program in Surgery (General Surgery).
Certification	Current certification through ABMS or AOA Board American Board of Surgery in Surgery. Exceptions to this requirement can be found in the Credentialing Policy 2.A.1.p. AND Successful completion of ATLS within 6 months of granting privileges (Only required for Trauma Privileges)
Clinical Experience (Initial)	Applicant must be able to provide documentation of provision of general surgery services (at least 100 procedures of a variety of the procedures within the core) representative of

the scope and complexity of the privileges requested within the previous 24 months.

Clinical Experience (Reappointment)

Applicant must be able to provide documentation of provision of general surgery services (at least 100 procedures of a variety of the procedures within the core) representative of the scope and complexity of the privileges requested within the previous 24 months.

AND Active/Provisional Staff Only: Of the 100 procedures, 10 must be performed at Washington Hospital Healthcare System and/or the Washington Outpatient Surgery Center.

AND If applicable, applicants who hold special privileges must meet the activity requirements as defined in the medical staff documents.

Core Privileges in General Surgery

Description: Diagnosis and preoperative, operative, and postoperative management of patients to correct or treat diseases, disorders and injuries of the alimentary tract, abdomen and its contents, skin and soft tissue and endocrine system.

Request	W/H	
		Check the Request checkbox to select all privileges listed below. Uncheck any privileges you do not want to request in that group.
		☐ - Currently Granted privileges
		General privileges
☐		Surgical Assist Only
☐		Perform history and physical examination
☐		Admit to inpatient or appropriate level of care
☐		Evaluate, diagnose, consult, and provide pre- and post-operative care to patients, to correct or treat various conditions, diseases, disorders, and injuries of the alimentary tract, abdomen and its contents, extremities, breast, skin and soft tissue, head and neck, and endocrine systems
		Vascular access procedures
☐		Insertion and management of central venous catheter, arterial lines, dialysis access, pulmonary artery catheters, pumps and ports
		Alimentary tract procedures
☐		Esophageal procedures including esophagectomy, esophago-gastrectomy, esophageal bypass procedure, esophageal diverticulectomy and esophageal repair.
☐		Gastric procedures excluding bariatric surgery
☐		Bowel procedures including biopsy; enterolysis; small bowel, colon and rectum resections; anastomosis and stomas; diverticulectomy; appendectomy
☐		Procedures on the anus and rectum including hemorrhoidectomy; rectal prolapse procedures; anal fissures, fistula, abscess incision/drainage and resection/restoration
☐		Abdomino-perineal resection
☐		Ileo anal pull through procedure (Ileal Pouch Anal-Anastomosis)

Special Privilege: Percutaneous Radiofrequency Ablation of the Basivertebral Nerve

Description: minimally invasive procedure for treatment of vertebrogenic chronic low back pain

Qualifications

Education/Training	Completion of an ACGME or AOA accredited fellowship training program in orthopaedic surgery of the spine with a letter from the program director that he/she was adequately trained in the applied for procedure and have manufacturer certification of device used (i.e. Intracept™) OR be currently privileged at Washington Hospital for Orthopedic Spine Surgery and have manufacturer certification of device used (i.e. Intracept™).
Clinical Experience (Initial)	Applicant must be able to provide documentation of the provision of a minimum of 5 cases of this procedure (waived for applicants who completed training in the last 12 months).
Clinical Experience (Reappointment)	Applicant must have provided documentation of the provision of a minimum of 5 cases of this procedure during the past 24 months.

Request

Check the Request checkbox to select all privileges listed below.

Uncheck any privileges you do not want to request in that group.

WH

☐ - Currently Granted privileges

☐ Percutaneous Radiofrequency Ablation of the Basivertebral Nerve

FPPE

- ☐ Two direct observation case reviews
- ☐ Evaluation of OPPE data collected for review of competency/performance



WASHINGTON HEALTH
INDEX TO BOARD FINANCIAL STATEMENTS
July 2026

<u>Schedule Reference</u>	<u>Schedule Name</u>
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Board - 2	Balance Sheet
Board - 3	Operating Indicators

MEMORANDUM

Date: August 31, 2026

To: Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: Washington Health (Hospital) – July 2026
Operating & Financial Activity

SUMMARY OF OPERATIONS

1. Utilization – Schedule Board 3

	July <u>Actual</u>	July <u>Budget</u>	Current 12 <u>Month Avg.</u>
<u>ACUTE INPATIENT:</u>			
IP Average Daily Census	183	171	183.4
Combined Average Daily Census	190.0	177.2	189.6
No. of Discharges	1,144	1,097	1,130
Patient Days	5,672	5,301	5,576
Discharge ALOS	5.19	4.83	4.97
<u>OUTPATIENT:</u>			
OP Visits	10,869	9,862	9,785
ER Visits	5,325	5,074	5,214
Observation Equivalent Days – OP	217	193	189

Comparison of July's actual Acute Inpatient Daily Statistics versus the budget showed a higher level of IP Average Daily Census which translates into higher Patient Days. Discharges were higher than budget, and the Average Length of Stay (ALOS), based on discharged days, under-performed the Budget. Outpatient visits and Emergency Room visits were favorable to budget for the month. Outpatients Observation Equivalent days were unfavorable to budget.

2. Staffing – Schedule Board 3

Total FTEs were above budget by (19.2). Total productive FTEs for July came in at 1,546.8, above the budgeted level of 1,521.4. Non-Productive FTEs were below budget by 6.2. Total FTEs per Adjusted Occupied Bed were 5.61, or 0.55 better than the budgeted level of 6.16.

3. **Income - Schedule Board 1**

Total Gross Patient Revenue of \$244,435,000 for July was \$4,558,000 above the budget, or 1.9%.

Deductions from Revenue totaled \$184,217,000 which equates to a 75.36% blended contractual rate. This was unfavorable to the budgeted rate of 74.69%.

Total Net Operating Revenue of \$61,632,000 was (\$450,000) or (0.7%) below the Budget.

Total Operating Expenses for the month were \$62,875,000, which was higher than the budget by (\$128,000), or (0.2%).

For the month of July, the Hospital reported a Net Operating Loss of (\$1,243,000) from Operations, a (2.0%) Margin, unfavorable to the budget of (\$665,000) by (\$578,000)

The Total Non-Operating Income of \$39,000 for the month includes an unrealized loss on investments of (\$807,000) and was unfavorable to the budget by (\$679,000).

The Net loss for July was (\$1,204,000), which equates to a (2.0%) Margin, and was (\$1,257,000) below the Budgeted Net Income of \$53,000.

Non-Capital Transfer to DEVCO totaled \$4,263,000 for July 2026, contributing in a (\$5,467,000) decrease in net position for the month.

4. **Balance Sheet – Schedule Board 2**

There were no noteworthy changes in assets and liabilities when compared to June 2026.

KIMBERLY HARTZ
Chief Executive Officer



WASHINGTON HEALTH
STATEMENT OF REVENUES AND EXPENSES
July 2026 - Management Reporting
(In thousands)

July				
PRIOR YEAR	ACTUAL	BUDGET	FAV (UNFAV) VAR	% VAR.
\$ 142,484	\$ 140,393	\$ 143,014	\$ (2,621)	-1.8%
88,321	104,042	96,863	7,179	7.4%
230,805	244,435	239,877	4,558	1.9%
(170,339)	(176,180)	(174,910)	(1,270)	-0.7%
(5,574)	(8,037)	(4,262)	(3,775)	-88.6%
(175,913)	(184,217)	(179,172)	(5,045)	-2.8%
76.22%	75.36%	74.69%		
54,892	60,218	60,705	(487)	-0.8%
1,172	1,414	1,377	37	2.7%
56,064	61,632	62,082	(450)	-0.7%
26,317	29,064	28,396	(668)	-2.4%
9,766	10,628	9,986	(642)	-6.4%
7,351	8,383	8,854	471	5.3%
7,609	8,503	8,932	429	4.8%
2,097	2,571	2,756	185	6.7%
3,559	3,726	3,823	97	2.5%
56,699	62,875	62,747	(128)	-0.2%
(635)	(1,243)	(665)	(578)	-86.9%
-1.1%	-2.0%	-1.1%		
725	579	550	29	5.3%
(984)	(807)	-	(807)	0.0%
(1,650)	(1,974)	(1,972)	(2)	-0.1%
113	-	41	(41)	-100.0%
2,194	2,032	2,032	-	0.0%
216	209	67	142	211.9%
614	39	718	(679)	-94.6%
\$ (21)	\$ (1,204)	\$ 53	\$ (1,257)	-2371.6%
0.0%	-2.0%	0.1%		
(3,290)	(4,263)	(3,083)	(1,180)	-38.3%
\$ (3,311)	\$ (5,467)	\$ (3,030)	\$ (2,437)	-80.4%

OPERATING REVENUE

1	INPATIENT REVENUE
2	OUTPATIENT REVENUE
3	TOTAL PATIENT REVENUE
4	CONTRACTUAL ALLOWANCES
5	PROVISION FOR DOUBTFUL ACCOUNTS
6	DEDUCTIONS FROM REVENUE
7	DEDUCTIONS AS % OF REVENUE
8	NET PATIENT REVENUE
9	OTHER OPERATING INCOME
10	TOTAL OPERATING REVENUE

OPERATING EXPENSES

11	SALARIES & WAGES
12	EMPLOYEE BENEFITS
13	SUPPLIES
14	PURCHASED SERVICES & PROF SVCS
15	INSURANCE, UTILITIES & OTHER
16	DEPRECIATION
17	TOTAL OPERATING EXPENSE

OPERATING INCOME (LOSS)

OPERATING INCOME MARGIN %

NON-OPERATING INCOME (LOSS)

20	INCOME (LOSS) ON INVESTMENT
21	UNREALIZED GAIN/(LOSS) ON INVESTMENTS
22	INTEREST EXPENSE, NET
23	RENTAL INCOME, NET
24	PROPERTY TAX REVENUE
25	OTHER EXPENSE

TOTAL NON-OPERATING INCOME & EXPENSE

NET INCOME (LOSS) BEFORE NON CAPITAL SUBSIDIES

NET INCOME MARGIN %

CHANGES IN NET POSITION

NON-CAPITAL SUBSIDIES

INTERCO FUNDING TO DEVCO (WHMG)

INCREASE (DECREASE) IN NET POSITION

FISCAL YEAR TO DATE				
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WASHINGTON HEALTH
BALANCE SHEET
July 2026
(In thousands)

SCHEDULE BOARD 2

ASSETS AND DEFERRED OUTFLOWS			July 2026	Audited June 2025	LIABILITIES, NET POSITION AND DEFERRED INFLOWS			July 2026	Audited June 2025
CURRENT ASSETS					CURRENT LIABILITIES				
1	CASH & CASH EQUIVALENTS		\$ 38,433	\$ 46,792	1	CURRENT MATURITIES OF L/T OBLIG		\$ 10,365	\$ 10,365
2	ACCOUNTS REC NET OF ALLOWANCES		80,511	81,651	2	ACCOUNTS PAYABLE		35,973	53,202
3	OTHER CURRENT ASSETS		33,612	29,927	3	OTHER ACCRUED LIABILITIES		59,030	62,298
4	TOTAL CURRENT ASSETS		152,556	158,370	4	INTEREST		11,416	13,560
ASSETS LIMITED AS TO USE					5	TOTAL CURRENT LIABILITIES		116,784	139,425
5	BOARD DESIGNATED FOR CAPITAL AND OTHER		170,699	170,842	LONG-TERM DEBT OBLIGATIONS				
6	GENERAL OBLIGATION BOND FUNDS		85,345	87,629	6	REVENUE BONDS AND OTHER		196,557	205,383
7	REVENUE BOND FUNDS		24,930	25,941	7	GENERAL OBLIGATION BONDS		463,977	464,022
8	BOND DEBT SERVICE FUNDS		34,763	46,962	OTHER LIABILITIES				
9	OTHER ASSETS LIMITED AS TO USE		52	50	8	SUPPLEMENTAL MEDICAL RETIREMENT		51,042	50,834
10	TOTAL ASSETS LIMITED AS TO USE		315,789	331,424	9	WORKERS' COMP AND OTHER		10,644	10,689
11	OTHER ASSETS		22,689	23,391	10	NET PENSION		15,932	15,115
					11	ROU ASSET LONG-TERM		8,539	8,606
12	OTHER INVESTMENTS		20,790	20,582					
13	NET PROPERTY, PLANT & EQUIPMENT		598,564	612,120	12	NET POSITION		195,585	201,053
14	TOTAL ASSETS		<u>\$ 1,110,388</u>	<u>\$ 1,145,887</u>	13	TOTAL LIABILITIES AND NET POSITION		<u>\$ 1,059,060</u>	<u>\$ 1,095,127</u>
15	DEFERRED OUTFLOWS		19,075	19,695	14	DEFERRED INFLOWS		70,403	70,455
16	TOTAL ASSETS AND DEFERRED OUTFLOWS		<u>\$ 1,129,463</u>	<u>\$ 1,165,582</u>	15	TOTAL LIABILITIES, NET POSITION AND DEFERRED INFLOWS		<u>\$ 1,129,463</u>	<u>\$ 1,165,582</u>



WASHINGTON HEALTH
OPERATING INDICATORS
July 2026

SCHEDULE BOARD 3

July					FISCAL YEAR TO DATE					
12 MONTH AVERAGE	ACTUAL	BUDGET	FAV (UNFAV) VAR	% VAR.			ACTUAL	BUDGET	FAV (UNFAV) VAR	% VAR.
PATIENTS IN HOSPITAL										
183.4	183.0	171.0	12.0	7%	1	ADULT & SCN AVERAGE DAILY CENSUS	183.0	171.0	12.0	7%
6.2	7.0	6.2	0.8	13%	2	OUTPT OBSERVATION AVERAGE DAILY CENSUS	7.0	6.2	0.8	13%
189.6	190.0	177.2	12.8	7%	3	COMBINED AVERAGE DAILY CENSUS	190.0	177.2	12.8	7%
8.1	8.0	8.0	-	0%	4	NURSERY AVERAGE DAILY CENSUS	8.0	8.0	-	0%
197.7	198.0	185.2	12.8	7%	5	TOTAL	198.0	185.2	12.8	7%
2.9	3.4	3.6	(0.2)	-6%	6	SPECIAL CARE NURSERY AVERAGE DAILY CENSUS	3.4	3.6	(0.2)	-6%
5,576	5,672	5,301	371	7%	7	ADULT & SCN PATIENT DAYS	5,672	5,301	371	7%
189	217	193	(24)	-12%	8	OBSERVATION EQUIVALENT DAYS - OP	217	193	(24)	-13%
1,130	1,144	1,097	47	4%	9	DISCHARGES-ADULTS & SCN	1,144	1,097	47	4%
4.97	5.19	4.83	(0.4)	-7%	10	AVERAGE LENGTH OF STAY-ADULTS & SCN	5.19	4.83	(0.4)	-7%
3.06	3.26	2.94	(0.3)	-11%	11	AVERAGE LENGTH OF STAY-ADULTS & SCN / CASE MIX INDEX	3.26	2.94	(0.3)	-11%
OTHER KEY UTILIZATION STATISTICS										
1.624	1.591	1.641	(0.050)	-3%	12	OVERALL CASE MIX INDEX (CMI)	1.591	1.641	(0.050)	-3%
SURGICAL CASES										
46	38	44	(6)	-14%	13	CARDIAC	38	44	(6)	-14%
132	126	126	-	0%	14	GASTROENTEROLOGY	126	126	-	0%
56	49	58	(9)	-16%	15	GENERAL	49	58	(9)	-16%
26	39	26	13	50%	16	NEUROSURGERY	39	26	13	50%
203	198	194	4	2%	17	ORTHOPEDICS	198	194	4	2%
27	29	26	3	12%	18	UROLOGY	29	26	3	12%
31	32	32	-	0%	19	VASCULAR	32	32	-	0%
34	38	38	-	0%	20	OTHER	38	38	-	0%
554	549	544	5	1%	21	TOTAL CASES	549	544	5	1%
206	243	202	41	20%	22	CATH LAB CASES	243	202	41	20%
130	139	136	3	2%	23	DELIVERIES	139	136	3	2%
9,785	10,869	9,862	1,007	10%	24	OUTPATIENT VISITS	10,869	9,862	1,007	10%
5,214	5,325	5,074	251	5%	25	EMERGENCY VISITS	5,325	5,074	251	5%
LABOR INDICATORS										
1,531.7	1,546.8	1,521.4	(25.4)	-2%	26	PRODUCTIVE FTE'S	1,546.8	1,521.4	(25.4)	-2%
210.8	239.5	245.7	6.2	3%	27	NON PRODUCTIVE FTE'S	239.5	245.7	6.2	3%
1,742.5	1,786.3	1,767.1	(19.2)	-1%	28	TOTAL FTE'S	1,786.3	1,767.1	(19.2)	-1%
5.06	4.85	5.30	0.45	8%	29	PRODUCTIVE FTE/ADJ. OCCUPIED BED	4.85	5.30	0.45	8%
5.75	5.61	6.16	0.55	9%	30	TOTAL FTE/ADJ. OCCUPIED BED	5.61	6.16	0.55	9%

MEMORANDUM

Date: September 4, 2026

To: Washington Township Health Care District Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: **Approval of Series 2026 GO Bond Financing**

Washington Health has been working with Bank of America Securities, its bond underwriter, on a potential refinancing of a portion of Washington Health's general obligation bonds, as well as a new financing. The total bond issue would be approximately \$186 million. The primary use of the funds from the potential financing would be the redemption of approximately \$155 million bonds (to include the entirety of the Series 2013 AB GO bonds and a portion of the Series 2015B GO bonds) for savings. The second use of the funds from the financing would be the issuance of approximately \$55 million of new money GO bonds.

The refinancing is driving the proposed transaction as, based on current interest rates, the refinancing is expected to result in a very solid benefit for the taxpayers of the community due to the resulting decrease in average annual debt service. As a general point of reference, tax-exempt rates have been lower than current rates only 10% of the time over the last 20 years. With that said, interest rates have risen over the last several weeks. This has resulted in reduced, yet still very meaningful, savings for the 2013AB GO bonds, but only marginal savings for the 2015B GO bonds. The decision of whether to move forward with the refunding of the 2015B bonds will be made the day of pricing and be determined by an acceptable savings threshold.

Since Washington Health has ongoing capital needs relative to its expansion project, it can achieve efficiency by drawing down a relatively small portion (\$55 million) of the remaining funds authorized by Measure XX to fund the initial portion of the expansion. Management estimates that the \$55 million will be spent on the project within the next 24 to 36 months. After this transaction, \$225 million of funds will remain under Measure XX to fund the balance of the expansion.

In light of the solid savings to be generated from the refinancing, as well as the ability to fund a small portion of the expansion at the same time, management is recommending the approval of the financing.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
AUTHORIZING THE ISSUANCE AND DETERMINING TO
PROCEED WITH NEGOTIATED SALE OF CERTAIN
GENERAL OBLIGATION BONDS OF THE DISTRICT IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$55,000,000, AND APPROVING CERTAIN OTHER
MATTERS RELATING TO THE BONDS**

RESOLUTION NO. 1288

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
AUTHORIZING THE ISSUANCE AND DETERMINING TO
PROCEED WITH NEGOTIATED SALE OF CERTAIN
GENERAL OBLIGATION BONDS OF THE DISTRICT IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$55,000,000, AND APPROVING CERTAIN OTHER
MATTERS RELATING TO THE BONDS**

RESOLUTION NO. 1288

WHEREAS, a duly called election was held in the Washington Township Health Care District, a local health care district duly organized and existing under the laws of the State of California (the “District”), County of Alameda, California (the “County”), on November 3, 2020, and thereafter canvassed pursuant to law (the “2020 Election”); and

WHEREAS, at the 2020 Election, there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the purpose of acquiring, maintaining, constructing or improving real property of the District, all as authorized under Section 32300 *et seq.* of the Health and Safety Code of the State of California, in the maximum amount of four hundred twenty-five million dollars (\$425,000,000), payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “2020 Authorization”); and

WHEREAS, the District has previously issued \$145,000,000 aggregate principal amount of general obligation bonds under the 2020 Authorization, leaving the amount of \$280,000,000 amount of such bonds unissued; and

WHEREAS, this Board of Directors of the District (the “Board”) has determined the present need for the sale and issuance of not to exceed \$55,000,000 aggregate principal amount of general obligation bonds under the 2020 Authorization (as hereinafter designated, the “Bonds”); and

WHEREAS, the Board has also determined that market conditions and other factors make it necessary and advisable for the Board to sell the Bonds pursuant to negotiated sale to BofA Securities, Inc. (the “Underwriter”) pursuant to a Bond Purchase Contract (as defined herein), a form of which has been submitted to this meeting of the Board and is on file with the Secretary; and

WHEREAS, in connection with the proposed issuance of the Bonds, a form of Preliminary Official Statement (as defined herein) has been submitted to this meeting of the Board and is on file with the Secretary; and

WHEREAS, a form of Continuing Disclosure Agreement (as defined herein) appears as Appendix C to the Preliminary Official Statement, which is required to be executed and delivered by the District in connection with its issuance of the Bonds; and

WHEREAS, pursuant to Government Code Section 5852.1, the District has disclosed prior to adoption of this Resolution the following good-faith estimates of certain information provided to the District by the Underwriter: (a) the true interest cost of the Bonds is estimated to be 5.163%; (b) the finance charge, or amount to be paid to third parties (which includes Underwriter's discount) in connection with the sale of the Bonds, is estimated to be \$550,000, (c) the amount of proceeds received by the District from the sale of the Bonds is expected to be \$55,087,450.00, and (d) the sum total of all payments the District will make to the final maturity of the Bonds is expected to be \$121,398,295.83; and

WHEREAS, the pledge included in this Resolution to secure payment of the Bonds is intended to be a consensual agreement with the registered owners of the Bonds; and

WHEREAS, this Board desires that the Treasurer-Tax Collector of the County (the "Treasurer") should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds and intends by the adoption of this Resolution to notify the Board of Supervisors of the County (the "Board of Supervisors"), the Auditor-Controller, the Treasurer and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and the timely payment of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Washington Township Health Care District, County of Alameda, State of California, as follows:

1. Recitals. The Board determines that the foregoing recitals are true and correct.
2. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings set forth in the Recitals hereof or as ascribed to them below, unless the context clearly requires some other meaning.
 - (a) "Auditor-Controller" means the Auditor-Controller of the County.
 - (b) "Authorized Officer" means the Chief Executive Officer of the District, the Senior Vice President and Chief Financial Officer of the District, or a designee of either thereof.
 - (c) "Authorizing Law" means Section 53506 *et seq.* of the Government Code of the State of California.
 - (d) "Bond Counsel" means Nixon Peabody LLP, or any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

- (e) “Bond Payment Date” means (unless otherwise provided in the Bond Purchase Contract), February 1 and August 1 of each year, commencing February 1, 2027, with respect to interest payments on the Bonds and August 1 of each year commencing August 1, 2027, with respect to principal payments on the Bonds, as further set forth in the Bond Purchase Contract.
- (f) “Bond Purchase Contract” means that certain Bond Purchase Contract, by and between the District and the Underwriter, presented to and considered at this meeting of the Board respecting the purchase and sale of the Bonds.
- (g) “Bond Register” means all books and records necessary for the registration, exchange and transfer of the Bonds, to be maintained, if necessary, by the Paying Agent.
- (h) “Bonds” means those general obligation bonds to be issued by the District under this Resolution, designated “Washington Township Health Care District (Alameda County, California) 2020 Election General Obligation Bonds, 2026 Series C.”
- (i) “Business Day” means a day other than a Saturday, a Sunday or a day on which the New York Stock Exchange is closed or banks in San Francisco, California, or New York, New York, are authorized or obligated by law or executive order to close.
- (j) “Closing Date” means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Underwriter.
- (k) “Code” means the Internal Revenue Code of 1986, as amended and as in effect on the Closing Date or as it is amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.
- (l) “Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement, substantially in the form appended to the Preliminary Official Statement as Appendix C, to be executed as of the Closing Date by the District and a designated dissemination agent.
- (m) “Costs of Issuance” means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, CUSIP service bureau charges; costs of obtaining credit ratings, municipal bond insurance premiums, if such insurance is determined to be advisable, and charges and fees in

connection with the foregoing to the extent such fees and expenses are approved by the District.

- (n) “Depository” means DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.
- (o) “DTC” means The Depository Trust Company, its successors and assigns.
- (p) “Interest and Sinking Fund” or “2026C Interest and Sinking Fund” means the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Interest and Sinking Fund” established and maintained by the Paying Agent in connection with the Bonds, in accordance with Section 11 of this Resolution.
- (q) “MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Agreement. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.
- (r) “Nominee” means the nominee of DTC, in which whose name the Bonds will be registered, as determined from time to time by the Depository. The initial Nominee shall be Cede & Co.
- (s) “Official Statement” means the final official statement of the District describing the Bonds.
- (t) “Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds of that Series except:
 - (i) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;
 - (ii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 21 of this Resolution; and
 - (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered pursuant to this Resolution.

- (u) “Owner” means any person who shall be the registered owner of any Outstanding Bond, as indicated in the Bond Register.
- (v) “Participant” means a member of or participant within the Depository.
- (w) “Paying Agent” means U.S. Bank Trust Company, National Association, in its capacity as Paying Agent for the Bonds, or any successor paying agent designated pursuant to the provisions hereof.
- (x) “Paying Agent Agreement” means that certain paying agent agreement entered into by the District and the Paying Agent pursuant to the issuance of the Bonds.
- (y) “Pledged Moneys” shall have the meaning given to that term in Section 11 of this Resolution.
- (z) “Preliminary Official Statement” means the preliminary official statement respecting the Bonds, in the form presented to and considered at this meeting of the Board.
- (aa) “Projects” means any of the acquisitions and improvements to real property authorized at the 2020 Election, as further discussed in Section 18 below.
- (bb) “Record Date” means the day concluding at the close of business on the 15th calendar day of the calendar month next preceding each Bond Payment Date.
- (cc) “Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.
- (dd) “Resolution” means this Resolution.
- (ee) “Series” refers to a series of Bonds designated as such.
- (ff) “Special Counsel” means Mary K. Norvell, Attorney at Law.
- (gg) “State” means the State of California.
- (hh) “Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Section 20 hereof.

- (ii) “Tax and Nonarbitrage Certificate” means the certificate of the District delivered in connection with the issuance of the Bonds.

3. Authority for this Resolution. This Resolution is adopted pursuant to the 2020 Election, the Constitution of the State and the provisions of the Authorizing Law.

4. Purpose of Bonds. That for the purpose of providing funds for the acquisition, improvement and construction of facilities to be used by the District for its public health functions, the Board hereby authorizes the issuance of the Bonds in an aggregate principal amount of not to exceed \$55,000,000.

5. Appointment of Consultants; Terms and Conditions of Sale; Bond Purchase Contract.

- (a) The Board hereby confirms the appointment of Mary K. Norvell, Attorney at Law, as Special Counsel to the District, Nixon Peabody LLP, as Bond Counsel to the District, and BofA Securities, Inc., as Underwriter in connection with the sale and issuance of the Bonds.
- (b) The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as such a sale: (i) will allow the District to integrate the sale of the Bonds with other public issuances undertaken or to be undertaken, by the District; (ii) will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (iii) will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market. The Bonds shall therefore be issued upon the terms and conditions established in the Bond Purchase Contract, and shall be issued in fully registered form, in the authorized denominations of \$5,000 or any integral multiple thereof. If bond insurance or other credit enhancement with respect to the Bonds is obtained, each Authorized Officer, acting alone, is hereby authorized to make such additions or changes to the documents approved by this Resolution as such Authorized Officer may approve as being in the best interests of the District, such action to be conclusively evidenced by the execution and delivery thereof.

Each Bond shall be dated its date of initial issuance (or other such date as may be designated in the Bond Purchase Contract) and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof, unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, unless it is authenticated on or before the first designated Interest Payment Date therefor, in which event, it shall bear interest from the Closing Date, as appropriate (unless otherwise provided in the Bond Purchase Contract). Interest on the Bonds shall be computed

on the basis of a 360-day year of twelve thirty-day months, unless otherwise specified in the Bond Purchase Contract.

- (c) There has been submitted to this Board the form of Bond Purchase Contract which such form is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, in the name and on behalf of the District, to execute the Bond Purchase Contract in substantially the same form as submitted to this Board, with such additional information included therein as is dependent upon pricing of the Bonds and with such additions, changes or corrections therein as the officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, and such approval shall be conclusive evidence by such officer's execution thereof, so long as the aggregate principal amount of the Bonds shall not exceed Fifty-Five Million Dollars (\$55,000,000), provided that the Underwriter's discount with respect to the Bonds shall not exceed one percent (1.0%) of the principal amount of the Bonds and so long as the interest rate on the Bonds shall not exceed the maximum rate permitted by law. The final maturity of the Bonds shall be not later than thirty (30) years from the date of issuance thereof. The Bonds may be sold at par or at an original issue premium. The interest rate on the Bonds shall not exceed the legal maximum allowed under State law. Depending upon market conditions, the Authorized Officer of the District may elect to purchase bond insurance to secure the payment of principal amount of and interest on the Bonds, or any portion thereof.
- (d) The District acknowledges receipt from the Underwriter of its letter respecting compliance with Rule G-17 of the MSRB.

6. Preliminary Official Statement. The form of Preliminary Official Statement submitted to and considered at this meeting of the Board is hereby approved. The Board authorizes the use and distribution of (a) the Preliminary Official Statement, with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or advisable in connection with the sale of the Bonds, as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable. Upon approval of the Preliminary Official Statement by such Authorized Officer, such Authorized Officer shall execute a certificate substantially in the form of Exhibit B appended to this Resolution and by this reference made a part hereof, and upon such execution, the Preliminary Official Statement shall be deemed final as of its date, except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act, as amended (the "Rule").

7. Continuing Disclosure Agreement. The form of Continuing Disclosure Agreement appended to the form of Preliminary Official Statement submitted to and considered at this meeting of the Board is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement on behalf of the District, with such changes therein as the Authorized Officer may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such person's execution thereof. The District hereby covenants and agrees that it will comply with and carry out all of the requirements of the Continuing Disclosure Agreement as provided under the Rule; notwithstanding the foregoing, the failure of the District to comply in any respect with the Continuing Disclosure Agreement shall not be considered an event of default with respect to the Bonds.

8. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds, and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

9. Redemption of Bonds. The Bonds shall be subject to optional redemption and mandatory redemption, if applicable, prior to their respective stated maturities on the dates and at the prices set forth in the Bond Purchase Contract.

Whenever provision is made in this Resolution or in the Bond Purchase Contract for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 30 days but no more than 60 days prior to the date designated for such redemption, shall select Bonds for redemption in the order directed by the District or, in the event no direction is given, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Contract, the Paying Agent, upon written instruction from the District given no less than 20 days and no more than 60 days prior to the date designated for such redemption, shall give notice (each, a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

- (a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.
- (b) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository and the MSRB.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the affected Bonds and may be rescinded by the District for any reason on any date prior to the date fixed for such optional redemption, by causing written notice of the rescission to be given to the Owners of those Bonds so called for redemption if, for any reason, on the date fixed for redemption, such conditions are not met or are not expected to be met and/or the District does not expect moneys to be available in the Interest and Sinking Fund or otherwise held in trust in an escrow fund established for such purpose in an amount sufficient to pay in full on said date the principal of and interest due on the Bonds called for redemption. Notice of rescission, if any, shall be given by the Paying Agent in the same manner as a Redemption Notice above.

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Interest and Sinking

Fund or in an escrow fund established therefor, and any conditions to such redemption having been met, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Section, together with interest to such redemption date, shall be held by or on behalf of the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section shall be canceled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be canceled by the Paying Agent upon written notice by the District given to the Paying Agent.

When any Bonds, or portions thereof, which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held in the Interest and Sinking Fund irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered, when and if received, to the Paying Agent for cancellation.

10. Execution of Bonds. The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds or as of the date of adoption of this Resolution such persons may not have been so authorized or have held such offices.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

11. Establishment of Interest and Sinking Fund with the Paying Agent. There is hereby established in trust a fund designated as the "Washington Township Health Care District (Alameda County, California) 2020 Election General Obligation Bonds, 2026 Series C Interest and Sinking Fund" maintained and held by the Paying Agent in connection with the Bonds which shall be administered by the Paying Agent for the account of the District. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount

sufficient, together with moneys on deposit in the 2026C Interest and Sinking Fund and available for such purpose, to pay the principal of and interest on the Bonds when due, which monies when collected are irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same shall become due (the "Pledged Moneys"). When collected, the Treasurer shall transfer the Pledged Moneys directly to the Paying Agent for deposit into the 2026C Interest and Sinking Fund, which may be invested at the written direction of the District.

The property taxes and amounts collected shall be immediately subject to the pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Interest and Sinking Fund of the District when collected, to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The tax levy may include an allowance for a reasonably required reserve in accordance with the Tax and Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such fiscal year. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax, in accordance with this Section and the Authorizing Law.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the 2026C Interest and Sinking Fund shall be used as described in the Paying Agent Agreement.

This pledge is an agreement between the District and the Owners to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other bonds secured by this pledge are or were issued to finance one or more of the projects specified in the bond measure approved at the 2020 Election.

12. Payment of Principal and Interest.

(a) Debt service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of principal of and interest on general obligation bonds. The Paying Agent shall provide to the Treasurer appropriate wire transfer instructions and other information as may be necessary in order to effectuate the timely deposit of moneys into the Interest and Sinking Fund held by the Paying Agent in an amount sufficient to pay debt service on the Bonds. On each Bond Payment Date or redemption date established hereunder for the Bonds, the Paying Agent shall pay to the Owners the principal amount or redemption price of and interest on the Bonds then coming due from amounts on deposit in the Interest and Sinking Fund.

(b) Payment of interest on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. Any Owner of Bonds in an aggregate principal amount of \$1,000,000 or

more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. Payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest. The principal amount and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The principal amount of and redemption premiums, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof.

13. Bond Registration and Transfer. (a) In order to qualify the Bonds for the Depository's book-entry system, the District has executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District, and its Authorized Officers, are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry system.

(b) If the book entry system described herein is no longer in effect, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office the Bond Register. While such book entry system is in effect, such books need not be kept, as the Bonds will be represented by one bond for each maturity registered in the name of Cede & Co., as nominee for DTC.

(c) Subject to the provisions of this Section, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal amount of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

(d) Any Bond may be exchanged for Bonds of the same tenor, maturity and principal amount and in any authorized denomination upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. In the event that the District determines to no longer maintain the book-entry only status of the Bonds, DTC determines to discontinue providing such services and no successor securities depository is named, or DTC requests the District to deliver Bond certificates to particular DTC Participants, any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of this Section, by the person in whose name it is registered,

in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

(e) Neither the District nor the Paying Agent will be required: (i) to exchange or transfer any Bonds during a period beginning with the opening of business on the 15th Business Day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (ii) to transfer any Bonds which have been selected or called for redemption in whole or in part.

14. Designation and Form of Bonds; Payment. A series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$55,000,000. Such Bonds shall be general obligations of the District, payable as to principal, premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the "Washington Township Health Care District (Alameda County, California) 2020 Election General Obligation Bonds, 2026 Series C" with such insertions as shall be appropriate to describe the authorizations for such Bonds, or any other changes as are agreed to by an Authorized Officer, as evidenced by his or her execution thereof. The Bonds shall be issued as current interest bonds, may be issued as serial bonds or term bonds, and may be subject to redemption as set forth in the Bond Purchase Contract, subject to the provisions of this Resolution. The Bonds shall be in substantially the form attached hereto as Exhibit A, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Bond Purchase Contract. Principal of, premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

15. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Paying Agent upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the office of the Paying Agent or at such other location as the Paying Agent shall designate, and the Paying Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds authenticated and delivered hereunder.

16. Book-Entry System.

- (a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds and of a particular Series and tenor, if applicable. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, neither the Paying Agent nor the District shall have any responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to principal of, premium, if any, and interest on the Bonds. The District may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, redemption premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all of the principal amount of, redemption premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of principal of and redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal of and redemption premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions

hereof with respect to Record Dates, the word “Nominee” in this Resolution shall refer to such new nominee of the Depository.

- (b) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or became aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall issue certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (b) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

- (c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of and redemption premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.
- (d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

17. Delivery of Bonds; Disposition of Proceeds of the Bonds.

- (a) Delivery of the Bonds. The Authorized Officers shall cause the Bonds to be issued and, following their sale, shall have the Bonds executed and delivered, together with a true transcript of proceedings with reference to

the issuance of the Bonds, to the Underwriter of the Bonds pursuant to the Bond Purchase Contract, as appropriate, upon payment of the purchase price in funds which are immediately available to the District. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like tenor date, interest rate, Principal Amount, maturity and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like tenor, date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds of that Series issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

(b) Application of Bond Proceeds. The proceeds of the Bonds shall be deposited as follows:

- (i) There shall be deposited with the Paying Agent, into an account designated as the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Costs of Issuance Fund,” which shall be established by the Paying Agent and maintained as a special trust account (the “Costs of Issuance Fund”). The Paying Agent, at the direction of the District, shall, from time to time, disburse amounts from the Costs of Issuance Fund to pay Costs of Issuance. Amounts in the Costs of Issuance Fund shall be held uninvested. The Paying Agent shall keep a written record of disbursements from the Costs of Issuance Fund. On the date which is one hundred and eighty days following the Closing Date, or upon the earlier written request of the Authorized Officer, all amounts (if any) remaining in the Costs of Issuance Fund shall be transferred by the Paying Agent to the Building Fund, and the Costs of Issuance Fund shall thereupon be closed; and

- (ii) There shall be deposited with the Paying Agent, into an account designated as the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Building Fund,” which shall be established by the Paying Agent and maintained as a special trust account (the “Building Fund”). The District shall, from time to time, disburse from the Building Fund to pay the costs of the capital improvement projects to be undertaken with the proceeds of the sale of the Bonds. Amounts in the Building Fund shall be invested at the written direction of the District so as to be available for the aforementioned disbursements. The Paying Agent shall keep a written record of disbursements from the Building Fund; and
- (iii) Any accrued interest and any original issue premium received by the District and not required to pay Costs of Issuance shall be deposited into the Interest and Sinking Fund.
- (c) Excess Earnings Fund. There is hereby established in trust a special fund designated “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Excess Earnings Fund” (the “Excess Earnings Fund”), which shall be held by the Paying Agent for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax and Nonarbitrage Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States Treasury or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax and Nonarbitrage Certificate.

18. Authorized Projects. The Projects to be undertaken with proceeds of the sale of the Bonds shall correspond with the language of the Measure approved at the 2020 Election, so that proceeds of sale of the Bonds shall be expended solely on capital improvement projects approved by the voters at the 2020 Election and authorized under the Authorizing Law.

19. Source of Payment. As described in Section 11 hereof, the moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal amount of and interest on the Bonds as the same become due and payable, shall be paid by the Paying Agent to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payments of principal amount of and interest on the Bonds to the Participants who will thereupon make payments of principal and interest to the beneficial owners of the Bonds. Any moneys remaining in the Interest and Sinking Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that such money has not been claimed and that after a date named therein any unclaimed balance of such money then remaining will be transferred to the

general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds, which shall be limited to the amount of the transfer set forth in this Section, all as subject to any conditions set forth in the Tax and Nonarbitrage Certificate.

20. Amendment of this Resolution. In the event that the District shall purchase municipal bond insurance to secure the payment of debt service on the Bonds when due, the District shall not amend or supplement this Resolution, under any circumstances, without the prior written consent of the provider of such municipal bond insurance (the “Insurer”).

- (a) Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and the Owners of the Bonds, may be modified or amended at any time by a Supplemental Resolution adopted by the Board with the written consent of the Insurer, if any, and of the Owners of at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything to the contrary, no such consent shall be required if the Owners are not directly or adversely affected by such modification or amendment.
- (b) Supplemental Resolutions Effective without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted by the Board, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms;
 - (i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
 - (ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
 - (iii) To confirm, as further assurance, any pledge under and the subjection to any lien or pledge created or to be created by this

Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

- (iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution;
- (v) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; and
- (vi) To amend or supplement this Resolution in any other respect, including in order to meet the requirements of the Insurer, if any, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

- (c) Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

21. Defeasance. If all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

- (a) By paying or causing to be paid the principal of and interest on such Bonds Outstanding, when the same become due and payable;
- (b) By depositing with the Paying Agent or with a duly appointed escrow agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Interest and Sinking Fund (and the accounts therein other than amounts that are not available to pay Debt Service) and with the interest to accrue thereon and on any such moneys, obligations or securities as may be permitted by the laws of the State to be deposited for the purpose of refunding the Bonds without the need for further investment, is fully sufficient to pay such Bonds Outstanding at maturity thereof or on any redemption date prior thereto, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or
- (c) By depositing in escrow with an institution that meets the requirements for serving as successor Paying Agent pursuant to the terms of this Resolution and selected by the District, in trust, lawful moneys, or obligations issued by the United States Treasury (including State and Local Government

Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of Bond Counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, in the opinion of an independent certified public accountant, together with the interest to accrue thereon but without the need for further investment, be fully sufficient to pay and discharge such Bonds Outstanding at maturity thereof or on any redemption date prior thereto, for which notice has been given or provided for in accordance with this Resolution, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or escrow agent to pay or cause to be paid from funds made available under the foregoing provisions to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent any amounts owing thereto under this Resolution.

22. Tax Covenants of the District.

- (a) The District covenants that it will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such Section is applicable to the Bonds.
- (b) The District covenants that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code.
- (c) The District covenants that it shall comply with the provisions of the Tax and Nonarbitrage Certificate.
- (d) The District covenants that it will deliver instructions to the Paying Agent as may be necessary in order to comply with the Tax and Nonarbitrage Certificate. The District further covenants that it will abide by the provisions of its existing Post-Issuance Tax Compliance Procedures, previously approved by this Board.

23. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County are hereby requested to take and authorize such actions as may be necessary pursuant to law for the levy and collection of *ad valorem* property tax on all taxable property located in the District sufficient to provide for payment of all principal of and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Secretary of the Board or designee thereof is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the

Board of Supervisors, the Auditor-Controller and the Treasurer of the County. The District hereby agrees to reimburse the County for any costs associated with the levy and collection of such tax, upon documentation of such costs as the District shall reasonably request.

The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds. The principal of and interest and redemption premium (if any) on the Bonds shall not constitute debt or an obligation of the County, its Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the principal of and interest and redemption premium (if any) on any Bond be payable out of any funds or property of the County. The Secretary shall send or cause to be sent a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

24. Necessary Acts and Conditions. This Board determines that all acts and conditions necessary to be performed by the Board or have been precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the District has certified to the Board that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

25. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the Auditor-Controller, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

26. Approval of Actions; Miscellaneous. The Authorized Officers, the officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents, including the Paying Agent Agreement, which may be in such form as determined by the Authorized Officer, which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Bond Purchase Contract, the Bond Purchase Contract prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Tax and Nonarbitrage Certificate, the Tax and Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

27. Effective Date. This Resolution shall take effect immediately upon its passage.

[Remainder of Page Intentionally Left Blank]

SECRETARY'S CERTIFICATE

I, Michael J. Wallace, Secretary of the Board of Directors of Washington Township Health Care District, County of Alameda, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution adopted at a regular meeting of the Board of Directors of the District at which a quorum of its members participated and were acting throughout, conducted at 2000 Mowry Ave, Fremont, California, on September 9, 2026, at a location freely accessible to the public, by the following roll-call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

An agenda of the meeting was posted at least 72 hours before the meeting conducted at Fremont, California, and a brief description of the resolution appeared on the agenda.

The resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: September __, 2026

Secretary of the Board of Directors of
Washington Township Health Care District

EXHIBIT A
FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

REGISTERED NO. _____

\$ _____

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2020 ELECTION GENERAL OBLIGATION BOND
2026 SERIES C

INTEREST RATE

MATURITY DATE

DATED DATE

CUSIP

_____%

August 1, 20__

Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Washington Township Health Care District (the "District") in Alameda County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon until the principal amount is paid or provided for at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2027. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof, unless: (i) it is authenticated as of a day following the 15th day of the month immediately preceding any Bond Payment Date and on or before such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (ii) it is authenticated on or before January 15, 2027, in which event it shall bear interest from the date of delivery of the Bonds. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond is registered (the "Registered Owner") on the Register maintained by the

Paying Agent, U.S. Bank Trust Company, National Association, San Francisco, California (the “Paying Agent”). Principal and any redemption premium is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the registered owner of this Bond by first-class mail at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (each, a “Record Date”).

This Bond is one of a series of _____ dollars (\$ _____) of Bonds issued for the purpose of acquiring and improving real property of the District, all as authorized in Section 53506 *et seq.* of the Government Code of the State of California, under authority of and pursuant to the laws of the State, and the requisite two-thirds (2/3) vote of the electors of the District cast at an election held on November 3, 2020, upon the question of issuing bonds in the amount of Four Hundred Twenty-Five Million Dollars (\$425,000,000) and a resolution of the Board of Directors of the District adopted on September 9, 2026 (the “Bond Resolution”). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds are issued in the form of current interest bonds. Capitalized terms used but not defined herein have the meanings assigned to them in the Bond Resolution.

Neither the payment of the principal of or redemption premium, if any, or interest on this Bond shall constitute a debt, liability of obligation of the County.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of five thousand dollars (\$5,000) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are subject to redemption prior to their stated maturity, as a whole or in part on any date on or after August 1, 20[___], from any source of available funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

The Bonds maturing on August 1, 20[___] are subject to mandatory redemption in part by lot, on August 1 in each year commencing August 1, 20[___] and on each August 1 thereafter, up to and including August 1, 20[___], from mandatory sinking payments made by the District, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the following principal amounts:

Sinking Fund Payment Date
(August 1)

Principal
Amount

*Final Maturity.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of five thousand dollars (\$5,000) or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by five thousand dollars (\$5,000). If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by lot in any manner which the District in its discretion shall determine.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (i) that the Bonds or a designated portion thereof are to be redeemed, (ii) the numbers and CUSIP numbers, if any, of the Bonds to be redeemed, (iii) the date of notice and the date of redemption, (iv) the place or places where the redemption will be made, and (v) descriptive information regarding the issue of Bonds and the specific Bonds redeemed, including the dated date, interest rate and stated maturity date of each. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to such date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the underwriter is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least twenty (20) days, but not more than sixty (60) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds nor entitle the owner thereof to interest beyond the date given for redemption.

Neither the District nor the Paying Agent will be required: (i) to issue or transfer any Bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Bond Payment Date or a day on which the applicable notice of redemption is given, or (ii) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and other terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution and of the laws of the State of California governing the issue of the Bonds.

It is certified and recited that all acts and conditions required by the District under the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Washington Township Health Care District, Alameda County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Directors of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Directors of the District, all as of the date stated above.

WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT

By: [Form only]
President of the Board of Directors

COUNTERSIGNED:

[Form only]
Secretary of the Board of Directors

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Bond Resolution, which has been authenticated on the date set forth below.

Authenticated on: _____, 2026

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Paying
Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF 15c2-12 CERTIFICATE

With respect to the proposed sale of its 2020 Election General Obligation Bonds, 2026 Series C in the maximum aggregate principal amount of not to exceed \$[_____] (the “Bonds”), Washington Township Health Care District (the “District”) has delivered to BofA Securities, Inc., as underwriter of the Bonds, a Preliminary Official Statement, dated as of the date hereof (the “Preliminary Official Statement”). The District, for purposes of compliance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under the Rule.

WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT

By: _____
Authorized Officer

Dated: [_____, 2026]

**RESOLUTION OF THE BOARD OF DIRECTORS
OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
AUTHORIZING THE ISSUANCE AND SALE OF
ITS 2026 GENERAL OBLIGATION REFUNDING BONDS
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$284,000,000 AND
APPROVING CERTAIN OTHER MATTERS RELATING TO THE BONDS**

RESOLUTION NO. 1289

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**RESOLUTION OF THE BOARD OF DIRECTORS
OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
AUTHORIZING THE ISSUANCE AND SALE OF
ITS 2026 GENERAL OBLIGATION REFUNDING BONDS
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$284,000,000 AND
APPROVING CERTAIN OTHER MATTERS RELATING TO THE BONDS**

RESOLUTION NO. 1289

WHEREAS, a duly called election was held in the Washington Township Health Care District, a local health care district duly organized and existing under the laws of the State of California (the **“District”**), County of Alameda (the **“County”**), State of California (the **“State”**), on November 2, 2004 (the **“2004 Election”**), and thereafter canvassed pursuant to law; and

WHEREAS, a duly called election was held in the District on November 6, 2012 (the **“2012 Election”**), and thereafter canvassed pursuant to law; and

WHEREAS, at the 2004 Election, there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the purpose of acquiring, maintaining, constructing, or improving real property of the District, all as authorized under Section 32300 *et seq.* of the Health and Safety Code of the State of California, in the maximum amount of one hundred ninety million dollars (\$190,000,000), payable from the levy of an *ad valorem* property tax against the taxable property in the District (the **“2004 Authorization”**); and

WHEREAS, at the 2012 Election, there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the purpose of acquiring, maintaining, constructing, or improving real property of the District, all as authorized under Section 32300 *et seq.* of the Health and Safety Code of the State of California, in the maximum amount of one hundred eighty-six million dollars (\$186,000,000), payable from the levy of an *ad valorem* property tax against the taxable property in the District (the **“2012 Authorization”**); and

WHEREAS, as authorized by the 2004 Election, the Board of Directors of the District (the **“Board”**) has previously caused to be issued, among other series, the District’s 2004 Election General Obligation Bonds, 2013 Series B (the **“Prior 2013B Bonds”**), of which \$99,960,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, as authorized by the 2012 Election, the Board has previously caused to be issued, among other series, the District’s 2012 Election General Obligation Bonds, 2013 Series A (the **“Prior 2013A Bonds”**), of which \$38,540,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, as authorized by the 2012 Election, the Board has previously caused to be issued, among other series, the District’s 2012 Election General Obligation Bonds, 2015 Series B (the **“Prior 2015B Bonds,”** and together with the Prior 2013B Bonds and the Prior 2013A

Bonds, the “**Prior Bonds**”), of which \$145,500,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, the Prior 2013A Bonds and the Prior 2013B Bonds were issued pursuant to the terms of that certain Resolution of the Board adopted on October 9, 2013; and

WHEREAS, the Prior 2015B Bonds were issued pursuant to the terms of those certain Resolutions of the Board adopted on August 26, 2015 and October 14, 2015; and

WHEREAS, circumstances now dictate the current refunding of all or a portion of the outstanding Prior Bonds (collectively, the “**Refunded Bonds**”) in accordance with their terms; and

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Sections 53550 and 53580, respectively), the District is authorized to issue general obligation bonds to refund the Refunded Bonds; and

WHEREAS, the Board has now determined to refund the Refunded Bonds by issuing its 2026 General Obligation Refunding Bonds (the “**Bonds**”); and

WHEREAS, pursuant to Section 53558(a) of the Government Code, the District is authorized to deposit proceeds of the sale of the Bonds in escrow in an amount sufficient to pay the principal amount of and interest and redemption premiums, if any, on the Refunded Bonds as they become due or at designated dates prior to maturity, and to use certain proceeds of the Bonds to pay the costs of issuance of the Bonds; and

WHEREAS, the Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to an investment banking firm and desires to appoint the firm of BofA Securities, Inc., as underwriter of the Bonds (the “**Underwriter**”), pursuant to a Bond Purchase Contract, a form of which (the “**Bond Purchase Contract**”) has been submitted to this meeting of the Board and is on file with the Secretary of the Board of Directors (the “**Secretary**”); and

WHEREAS, in connection with the proposed issuance of the Bonds, a form of Preliminary Official Statement (the “**Preliminary Official Statement**”) has been submitted to this meeting of the Board and is on file with the Secretary; and

WHEREAS, a form of Continuing Disclosure Agreement (the “**Continuing Disclosure Agreement**”) appears as an exhibit to the Preliminary Official Statement, a form of which is required to be executed and delivered by the District in connection with its issuance of the Bonds; and

WHEREAS, a form of escrow agreement (the “**Escrow Agreement**”), by and between the District and U.S. Bank Trust Company, National Association, as escrow agent (the “**Escrow Agent**”), directing the establishment of an escrow fund for deposit of certain proceeds of sale of the Bonds (the “**Escrow Fund**”) for the purpose of paying and redeeming the Refunded Bonds has been submitted to this meeting of the Board and is on file with the Secretary; and

WHEREAS, pursuant to Government Code Section 5852.1, the District has disclosed prior to adoption of this Resolution the following good faith estimates of certain information provided to the District by the Underwriter (which estimates are based on a principal amount of \$153,500,000 and reflect only the refunding of those Prior Bonds which met the District's savings targets as of July 13, 2026), based on : (a) the true interest cost of the Bonds is estimated to be 4.10%, (b) the finance charge, or amount paid to third parties (which includes Underwriter's discount) in connection with the sale, of the Bonds is estimated to be \$1,423,798, (c) the amount of proceeds received by the District, as a deposit into the Escrow Fund or otherwise used to pay the purchase price of the Refunded Bonds, from the sale of the Bonds is expected to be \$154,923,798, and (d) the sum total of all payments the District will make to the final maturity of the Bonds is expected to be \$237,777,700.69; and

WHEREAS, the pledge included in this Resolution to secure payment of the Bonds is intended to be a consensual agreement with the bondholders; and

WHEREAS, this Board desires that the Treasurer-Tax Collector of the County (the "**Treasurer**") should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller, the Treasurer and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and timely payment of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds (as hereinafter defined), is within all limits prescribed by law;

NOW THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Washington Township Health Care District, County of Alameda, State of California, as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

"Auditor-Controller" shall mean the Auditor-Controller of the County.

"Authorized Representative" shall mean the Chief Executive Officer of the District, the Senior Vice President and Chief Financial Officer of the District or a designee of either thereof.

"Authorizing Law" shall mean Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with Sections 53550 and 53580, respectively) of the Government Code of the State of California.

"Board of Supervisors" shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Nixon Peabody LLP, or any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

“Bond Register” shall mean the books referred to in Section 15 of this Resolution.

“Business Day” shall mean a day other than a Saturday, a Sunday or a day on which the New York Stock Exchange is closed or banks in San Francisco, California, or New York, New York, are authorized or obligated by law or executive order to close.

“Code” shall mean the Internal Revenue Code of 1986, as amended and as in effect on the Closing Date or as it is amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Costs of Issuance” shall mean all of the costs of issuing the Bonds authorized under the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds, the Preliminary Official Statement and the Official Statement (as hereinafter defined) pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; consulting fees; expenses related to the issue; underwriting discount; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent, and fees of the Escrow Agent and the Verification Agent; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

“Debt Service” shall have the meaning given to that term in Section 17 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 17 of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“DTC” shall mean The Depository Trust Company, Brooklyn, New York, and its successors and assigns.

“Interest Payment Date” shall mean with respect to any Bond, February 1 and August 1 in each year, or as otherwise specified in the Bond Purchase Contract, commencing on February 1, 2027, unless otherwise specified in the Bond Purchase Contract.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Agreement. Until otherwise designated by the

MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository. The initial Nominee shall be Cede & Co.

“Nonarbitrage Certificate” shall mean the Tax and Nonarbitrage Certificate of the District delivered in connection with the issuance of the Bonds.

“Official Statement” shall mean the final official statement of the District describing the Bonds.

“Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 40 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 30 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 18 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, the principal amount of the Bonds.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the

extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“State” shall mean the State of California.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 37 or Section 38 hereof.

“Verification Agent” shall mean Causey Public Finance, LLC, or such other firm of certified public accountants as may be appointed by the Authorized Representative.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the 2004 Election, the 2012 Election, the Constitution of the State and the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds. Any Authorized Representative, in consultation with Bond Counsel and the other officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate Principal Amount thereof; provided, however, that such initial aggregate Principal Amount shall not exceed the maximum aggregate principal amount of \$284,000,000.

(a) The form of the Bond Purchase Contract is hereby approved. The Authorized Representatives are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Contract in substantially the same form as submitted to this Board, for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Representative executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively

evidenced by such Authorized Representative's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Representatives are, and each of them acting alone is, hereby authorized and directed to determine the specific maturities and amounts of the Prior Bonds or portions thereof to be refunded based upon market conditions existing at the time of the pricing of the Bonds. In addition, the Authorized Representatives are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 1.0% (not including original issue discount) of the Principal Amount thereof. The interest rate on the Bonds shall not exceed the maximum rate permitted by law. Depending upon market conditions, the District may elect to purchase bond insurance to secure the payment of principal amount of and interest on the Bonds, or any portion thereof.

(b) The form of the Preliminary Official Statement is hereby approved. This Board also hereby authorizes the use and distribution of (i) the Preliminary Official Statement, with such changes as the Authorized Representative executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Representative's execution of such certificate; (ii) an Official Statement in substantially the form of the Preliminary Official Statement, with such changes as may be necessary or advisable in connection with the sale of the Bonds, as determined by the Authorized Representative executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement; and (iii) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Representative may deem necessary or desirable. Upon approval of the Preliminary Official Statement by such Authorized Representative, said Authorized Representative shall execute a certificate substantially in the form of Exhibit B appended to this Resolution and by this reference made a part hereof, and upon such execution, the Preliminary Official Statement shall be deemed final as of its date, except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act.

(c) The form of Continuing Disclosure Agreement appended to the form of Preliminary Official Statement submitted to and considered at this meeting of the Board is hereby approved. The Authorized Representatives are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Agreement on behalf of the District with such changes therein as the Authorized Representative may approve, in his or her discretion, as being in the best interest of the District, such approval to be conclusively evidenced by such persons' execution thereof. The District hereby covenants and agrees that it will comply with and carry out all of the requirements of the Continuing Disclosure Agreement; notwithstanding the foregoing, the failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an event of default with respect to the Bonds.

(d) The form of the Escrow Agreement is hereby approved. The Authorized Representatives are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Escrow Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the Authorized Representative executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be

conclusively evidenced by the execution and delivery of the Escrow Agreement by such Authorized Representative.

(e) This Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Representative, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Representative.

SECTION 6. Authorization of Officers. The Authorized Representatives, the officers of the Board and District officials and staff are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds, together with other available funds, shall be applied to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds as they become due prior to or at the redemption date of the Refunded Bonds and to pay Costs of Issuance.

SECTION 8. Designation and Form; Payment. (a) A series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized to be issued and sold in an aggregate Principal Amount not to exceed \$284,000,000. Such Bonds shall be general obligations of the District, payable as to Principal, premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the “Washington Township Health Care District 2026 General Obligation Refunding Bonds” with such insertions as shall be appropriate to describe the authorizations for said Bonds, or any other changes as are agreed to by an Authorized Representative, as evidenced by his or her execution thereof. The Bonds shall be issued as current interest bonds, may be issued as serial bonds or term bonds, and may be subject to redemption as set forth in the Bond Purchase Contract, subject to the provisions of this Resolution.

(b) The form of the Bonds shall be substantially in conformity with the standard form of registered public agency bonds, a form of which is attached hereto as Exhibit A and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) Principal of, premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds. The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof, except as provided in the Bond Purchase Contract. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates set forth in the Bond Purchase Contract.

Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Contract. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve

30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Tax Covenant.

In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the District hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of this covenant, the District agrees to comply with the covenants contained in the Nonarbitrage Certificate with respect to the Bonds. The District further agrees to comply with its Post-Issuance Tax Compliance Procedures with respect to the Bonds. The District hereby agrees to deliver instructions to the Paying Agent as may be necessary in order to comply with the Nonarbitrage Certificate.

SECTION 11. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds and of a particular Series and tenor, if applicable. Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee, and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, neither the Paying Agent nor the District shall have any responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the

Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District is hereby authorized to execute and deliver or shall have executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District, and its Authorized Representatives, are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time, the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or became aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District issue certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the District shall execute and deliver certificated securities representing the Bonds as provided below. Bonds issued in exchange for global bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The

District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered book-entry security for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of Principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 12. Execution of the Bonds. The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds or as of the date of adoption of this Resolution such persons may not have been so authorized or have held such offices.

The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 13. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor, series and maturity in the same Principal Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal of, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Principal Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 14. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like tenor, date, interest rate, principal amount, maturity and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like series, date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 15. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon

presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep the Bond Register.

SECTION 16. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District (the “**General Fund**”); provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds, which shall be limited to the amount of the transfer set forth in this Section, all as subject to any conditions set forth in the Nonarbitrage Certificate.

SECTION 17. Application of Proceeds; Escrow Agreement; Debt Service Fund. A portion of the proceeds of sale of the Bonds shall be transferred to the Escrow Agent for deposit into an Escrow Fund established under the Escrow Agreement in an amount necessary to defease and redeem the Refunded Bonds, which may be accomplished through the purchase of defeasance securities which meet the requirements set forth in the resolutions which authorized the issuance of the Prior Bonds.

(a) Accrued interest, if any, paid on the sale of the Bonds, shall be kept separate and apart in the fund hereby created and established in trust a fund to be designated as the “Washington Township Health Care District 2026 General Obligation Refunding Bonds Debt Service Fund” (the “**Debt Service Fund**”), administered and held by the Paying Agent for the account of the District and used only for payments of Principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds.

(b) All Pledged Moneys (as defined below) shall be deposited upon collection by the County into the Debt Service Fund, which shall be accomplished by a transfer from the County directly to the Paying Agent, and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(c) On or before the Business Day immediately preceding each Interest Payment Date, the County or the District shall transfer, or shall cause to be transferred from the Debt Service Fund to the Paying Agent, an amount in immediately available funds sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, the “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying

Agent in the manner provided by law for the payment of Debt Service. The Paying Agent shall provide to the Treasurer appropriate wire transfer instructions and other information as may be necessary in order to effectuate the timely deposit of moneys into the Debt Service Fund held by the Paying Agent in an amount sufficient to pay debt service on the Bonds.

(d) Certain proceeds of the Bonds shall be applied to pay Costs of Issuance as provided in Section 19 below.

SECTION 18. Payment of and Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes a continuing direct *ad valorem* property tax annually during the period the Bonds are outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of and interest on the Bonds when due, which monies when collected are irrevocably pledged for the payment of the Principal of and interest on the Bonds when and as the same shall become due (the “**Pledged Moneys**”). When collected by the County, Pledged Moneys will be placed in the Debt Service Fund of the District. The property taxes and amounts collected shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Debt Service Fund of the District when collected, to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The tax levy may include an allowance for a reasonably required reserve in accordance with the Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such fiscal year. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax, in accordance with this Section and Section 53559 of the Government Code.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal of and interest on the Bonds when due.

This pledge is an agreement between the District and the bondholders to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

SECTION 19. Payment of Costs of Issuance. Proceeds of the sale of the Bonds necessary to pay all costs of issuing the Bonds shall be deposited in the fund of the District known as the “Washington Township Health Care District 2026 General Obligation Refunding Bonds Costs of Issuance Fund” (the “**Costs of Issuance Fund**”) and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent. Notwithstanding the foregoing, all or a portion of the Costs of Issuance may be paid by the Underwriter or by a fiscal agent designated for such purpose. The Paying Agent, at the direction of the District, shall, from time to time, disburse amounts from the Costs of Issuance Fund to pay Costs of Issuance. Amounts in the Costs of Issuance Fund shall

be held uninvested. The Paying Agent shall keep a written record of disbursements from the Costs of Issuance Fund. On the date which is one hundred and eighty days following the Closing Date, or upon the earlier written request of the Authorized Officer, all amounts (if any) remaining in the Costs of Issuance Fund shall be transferred by the Paying Agent to the Debt Service Fund, and the Costs of Issuance Fund shall thereupon be closed. Any amounts retained for payment of Costs of Issuance and returned to the District pursuant to the Bond Purchase Contract shall be transferred to the Debt Service Fund to be applied to the payment of Principal of and/or interest on the Bonds.

SECTION 20. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as such a sale: (a) will allow the District to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District; (b) will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (c) will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market, in order to insure that savings are generated by the within refunding. The interest rate on the Bonds shall not exceed the maximum rate permitted by law. The District acknowledges receipt of the letter from the Underwriter in compliance with Rule G-17 of the Municipal Securities Rulemaking Board.

SECTION 21. Engagement of Consultants; Parameters of Sale. The Board hereby confirms the appointment of Mary K. Norvell, Attorney at Law, as Special Counsel to the District, Nixon Peabody LLP, as Bond Counsel to the District, Causey Public Finance, LLC as Verification Agent for the Refunded Bonds, and BofA Securities, Inc., as Underwriter in connection with the sale and issuance of the Bonds. The estimated Costs of Issuance associated with the sale of the Bonds shall be the amount identified as the Finance Charge in the recitals of this Resolution, and the Underwriter's discount shall not exceed 1.0% of the Principal Amount thereof, without regard to original issue discount, if any. If an Authorized Representative determines it to be in the best interest of the District, bond insurance or other credit enhancement shall be obtained with respect to the Bonds. If bond insurance or other credit enhancement with respect to the Bonds is obtained, the Authorized Representative are hereby authorized to make such changes to the documents approved by this Resolution as such officers and agents may approve as being in the best interest of the District, such action to be conclusively evidenced by the execution and delivery thereof.

SECTION 22. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the Auditor-Controller, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 23. Request for Necessary County Actions. (a) The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of an *ad valorem* property tax on all taxable property located in the District sufficient to provide for payment of all Principal of, premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Secretary is hereby authorized and directed to deliver certified copies of this Resolution to

the Clerk of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The District hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

(b) The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the defeasance or redemption of the Refunded Bonds from proceeds of the Bonds, to discontinue the levy of property taxes on all taxable property of the District for the payment of the Refunded Bonds, pursuant to Section 53561 of the Government Code.

SECTION 24. Notice of Redemption of Refunded Bonds. The Paying Agent is hereby authorized and directed to give timely notice of redemption of the Refunded Bonds, pursuant to the Escrow Agreement and the terms of the resolution pursuant to which the Refunded Bonds were issued.

SECTION 25. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Contract.

SECTION 26. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Contract for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 30 days but no more than 60 days prior to the date designated for such redemption, shall select Bonds for redemption in the order directed by the District, or in the event the District shall fail to provide such direction, in inverse order of maturity and within a maturity, by lot. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

SECTION 27. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Contract, the Paying Agent, upon written instruction from the District given no less than 20 days and no more than 60 days prior to the date designated for such redemption, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (a) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (b) that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(i) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register, and to the MSRB.

(ii) In the event that the Bonds shall no longer be held in book-entry-only form, at least two days before the date of the notice required by clause (i) of this Section, such Redemption Notice shall be given by (A) first-class mail, postage prepaid, (B) telephonically confirmed facsimile transmission, or (C) overnight delivery service, to the Depository and the MSRB.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the affected Bonds and may be rescinded by the District for any reason on any date prior to the date fixed for such optional redemption, by causing written notice of the rescission to be given to the Owners of those Bonds so called for redemption if, for any reason, on the date fixed for redemption, such conditions are not met or are not expected to be met and/or the District does not expect moneys to be available in the Debt Service Fund or otherwise held in trust in an escrow fund established for such purpose in an amount sufficient to pay in full on said date the principal of and interest due on the Bonds called for redemption. Notice of rescission, if any, shall be given by the Paying Agent in the same manner as a Redemption Notice above.

SECTION 28. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 29. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or in an escrow fund established therefor, and any conditions to such redemption having been met, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 25 hereof, together with interest to such redemption date, shall be held by or on behalf of the Paying Agent so as to be available therefor on such redemption date, and if

notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of Section 25 shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

When any Bonds, or portions thereof, which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held in the Debt Service Fund irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered, when and if received, to the Paying Agent for cancellation.

SECTION 30. Paying Agent; Appointment and Acceptance of Duties. (a) U.S. Bank Trust Company, National Association is hereby appointed as Paying Agent (the “**Paying Agent**”) for the Bonds. All fees and expenses incurred for services of the Paying Agent, including its third-party agents, shall be the sole responsibility of the District, subject to Section 33 below. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent, initially in San Francisco, California, shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

SECTION 31. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 32. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 33. Compensation. The District shall pay or cause to be paid to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements,

including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may be paid from the County's annual levy of *ad valorem* property taxes.

SECTION 34. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 35. Resignation or Removal of Paying Agent and Appointment of Successor. (a) The initially appointed Paying Agent or any successor Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation a new Paying Agent shall be appointed by the District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 36. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 37. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of the Insurer, if any, and the Owners owning at least sixty percent (60%) in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if

any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 38. Supplemental Resolutions Effective Without Consent of Owners.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution;

(e) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or

(f) To amend or supplement this Resolution in any other respect, including in order to meet the requirements of the Insurer, if any, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 39. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 40. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the Principal of, premium, if any, and interest on such Bonds, as and when the same become due and payable;

(b) by depositing with the Paying Agent or with a duly appointed escrow agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) and together with the interest to accrue thereon on and any such moneys, obligations or securities as may be permitted by the laws of the State to be deposited for the purpose of refunding the Bonds without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof or on any redemption date prior thereto, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing in escrow with an institution that meets the requirements of serving as successor Paying Agent pursuant to the terms of this Resolution and selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America, and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, in the opinion of an independent certified public accountant, together with the interest to accrue thereon but without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for in accordance with this Resolution, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent or escrow agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 33 hereof.

SECTION 41. Excess Earning Fund. There is hereby established in trust a special fund designated “Washington Township Health Care District 2026 General Obligation Refunding Bonds Excess Earnings Fund” (the “**Excess Earnings Fund**”) which shall be held by the Paying Agent for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in accordance with the provisions of the Nonarbitrage Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Nonarbitrage Certificate.

SECTION 42. Approval of Actions; Miscellaneous. (a) The Authorized Representatives of the District, the officers of the Board and District officials and staff, are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal of and interest and redemption premium (if any) on the Bonds shall not constitute debt or an obligation of the County, its Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal of and interest and redemption premium (if any) on any Bond be payable out of any funds or property of the County.

(d) The Secretary shall send or cause to be sent a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

(e) This Board determines that all acts and conditions necessary to be performed by the Board or have been precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the District has certified to the Board that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

SECTION 43. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Bond Purchase Contract, the Bond Purchase Contract prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Nonarbitrage Certificate, the Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

SECTION 44. Effective Date. This Resolution shall take effect immediately upon its passage.

[Remainder of Page Intentionally Left Blank]

SECRETARY'S CERTIFICATE

I, Michael J. Wallace, Secretary of the Board of Directors of Washington Township Health Care District, County of Alameda, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution adopted at a regular meeting of the Board of Directors of the District at which a quorum of its members participated and were acting throughout, conducted at 2000 Mowry Ave, Fremont, California, on September 9, 2026, at a location freely accessible to the public, by the following roll-call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

An agenda of the meeting was posted at least 72 hours before the meeting conducted at Fremont, California, and a brief description of the resolution appeared on the agenda.

The resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: September __, 2026

Secretary of the Board of Directors of
Washington Township Health Care District

EXHIBIT A
FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2026 GENERAL OBLIGATION REFUNDING BONDS

\$ _____

REGISTERED NO. R-____

INTEREST RATE

MATURITY DATE

DATED DATE

CUSIP

_____%

August 1, 20__

Date of Delivery

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Washington Township Health Care District (the “**District**”), a local health care district duly organized and existing under the laws of the State of California, located within the County of Alameda, State of California (the “**County**”), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the principal amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond shall accrue from its dated date and shall be computed using a year of 360 days comprised of twelve 30-day months, and shall be payable commencing February 1, 2027, and semiannually thereafter on the first day of February and August (each, an “**Interest Payment Date**”) in each year to the registered owner hereof as of the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (each, a “**Record Date**”).

Interest on each Bond will be payable from the Interest Payment Date next preceding the date on which this Bond is registered, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of U.S. Bank Trust Company, National Association, as paying agent (the **"Paying Agent"**), or at the office of a successor Paying Agent appointed pursuant to the Resolution (as hereinafter defined). The interest hereon is payable by check or draft mailed by first-class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount of Bonds, to the account specified by the Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of \$_____ aggregate principal amount of Washington Township Health Care District 2026 General Obligation Refunding Bonds. This Bond is issued by the District under and in accordance with the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with Sections 53550 and 53580, respectively) of the Government Code of the State of California, and pursuant to a resolution adopted by the Board of Directors of the District on September 9, 2026 (the **"Resolution"**). Reference is hereby made to the Resolution, a copy of which is on file with the Secretary of the Board of Directors of the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent, and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitutes a debt, liability or obligation of the County.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same principal amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as

the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds maturing on and prior to August 1, 20 __, shall not be subject to redemption prior to their scheduled maturities; Bonds maturing on and after August 1, 20 __, shall be subject to optional redemption at a price of par, plus accrued interest to the date of redemption, on August 1, 20 __, and any date thereafter.

The Bonds maturing on August 1, 20[] are subject to mandatory redemption in part by lot, on August 1 in each year commencing August 1, 20[] and on each August 1 thereafter, up to and including August 1, 20[], from mandatory sinking payments made by the District, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the following principal amounts:

<u>Sinking Fund Payment Date</u> <u>(August 1)</u>	<u>Principal Amount</u>
---	-------------------------

*Final Maturity.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate principal amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held

under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the registered owners of the Bonds.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that all of the proceedings of the Board of Directors of the District and in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Authorizing Law and of the Constitution of the State of California.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Washington Township Health Care District, Alameda County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Directors of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Directors of the District, all as of the date stated above.

WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT

By: _____ [Form only] _____
President of the Board of Directors

COUNTERSIGNED:

By: _____ [Form only] _____
Secretary of the Board of Directors

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution, which has been authenticated on the date set forth below.

Authenticated on: _____, 2026

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Paying
Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By: _____
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF 15c2-12 CERTIFICATE

With respect to the proposed sale of its 2026 General Obligation Refunding Bonds (the “Bonds”) in the maximum aggregate amount of not to exceed \$[_____], the Washington Township Health Care District (the “**District**”) has delivered to BofA Securities, Inc., as underwriter of the Bonds, a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT

Dated: September __, 2026

By: [Form only]
Authorized Officer

NEW ISSUE — BOOK-ENTRY ONLY

RATING:
Moody's: [] ([] Outlook)
See "RATINGS" herein

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the District described herein, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Bond Counsel is further of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California (the "State") under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.

\$185,845,000*
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)

\$55,000,000*
2020 Election General Obligation Bonds, 2026
Series C

\$130,845,000*
2026 General Obligation Refunding Bonds

Dated: Date of Delivery

Due: August 1, as set forth on inside cover

The Washington Township Health Care District (the "District"), a local health care district located in Alameda County, California (the "County") is issuing (i) \$55,000,000* aggregate principal amount of its 2020 Election General Obligation Bonds, 2026 Series C (the "2026C Bonds"), and (ii) \$130,845,000* aggregate principal amount of its 2026 General Obligation Refunding Bonds (the "Refunding Bonds" and, together with the 2026C Bonds, the "Bonds"). The 2026C Bonds were authorized at an election held in the District on November 3, 2020 (the "2020 Election"), at which the requisite two-thirds of the qualified electors voting on the proposition voted to authorize the issuance and sale of \$425,000,000 principal amount of general obligation bonds of the District. The 2026C Bonds are the third series of bonds being issued pursuant to the 2020 Election. Following the issuance of the 2026C Bonds, \$225,000,000* of the 2020 Election remains to be issued. The 2026C Bonds are being issued for the purpose of financing health care facilities of the District authorized by the proposition approved by the voters at the 2020 Election, and paying the costs of issuance thereof. The Refunding Bonds are being issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California for the primary purpose of (i) refunding all or a portion of the District's (a) 2004 Election General Obligation Bonds, 2013 Series B, (b) 2012 Election General Obligation Bonds, 2013 Series A, and (c) 2012 Election General Obligation Bonds, 2015 Series B, and (ii) paying the costs of issuance thereof. See "INTRODUCTORY STATEMENT—Purpose of the Bonds" and "Application of Bond Proceeds" herein.

The Bonds represent general obligations of the District payable from *ad valorem* property taxes levied and collected by the County. The Bonds are not obligations of the County, the State of California or any of its political subdivisions, other than the District. The Board of Supervisors of the County is empowered and is obligated to levy *ad valorem* taxes upon all taxable property within the District, without limitation as to rate or amount, for the payment of principal of and interest on the Bonds when due. The Bonds are not secured by the revenues from the operations of the Washington Hospital Healthcare System, which includes Washington Hospital and certain other facilities described herein under the caption "THE DISTRICT."

Interest due on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2027. Principal of the Bonds will be paid on August 1 in the years set forth on the inside cover pages hereof. The Bonds will be issued in denominations of \$5,000 or integral multiples thereof and are payable as to principal amount or redemption price at the designated office of U.S. Bank Trust Company, National Association, San Francisco, California, as Paying Agent for the Bonds (in such capacity, the "Paying Agent").

The Bonds are issued in fully registered form and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds as described herein under the caption "THE BONDS—General."

The Bonds are subject to optional redemption and mandatory sinking fund redemption, as described herein.*

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this bond issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Maturity Schedule
(See inside cover)

The Bonds are offered when, as and if received by the Underwriter, subject to prior sale and to the approval of legality by Nixon Peabody LLP, Bond Counsel. Certain legal matters for the District will be passed upon for the District by Mary K. Norvell, Attorney at Law, and for the Underwriter by its counsel, Norton Rose Fulbright US LLP. It is expected that the Bonds in definitive book-entry form will be available for delivery through the facilities of DTC, on or about _____, 2026.

BofA Securities

Date: _____, 2026

* Preliminary, subject to change.

MATURITY SCHEDULE

\$55,000,000*
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2020 Election General Obligation Bonds, 2026 Series C

Maturity Date (August 1)*	Principal Amount*	Interest Rate	Yield	CUSIP†
2045	\$50,000	%	%	
2046	190,000			
\$3,650,000* ____% Term Bonds due August 1, ____; Priced to Yield: ____%; CUSIP† ____				
\$51,110,000* ____% Term Bonds due August 1, ____; Priced to Yield: ____%; CUSIP† ____				

\$130,845,000*
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2026 General Obligation Refunding Bonds

Maturity Date (August 1)*	Principal Amount*	Interest Rate	Yield	CUSIP†
2029	\$ 545,000	%	%	
2030	1,180,000			
2031	1,865,000			
2032	2,615,000			
2033	3,450,000			
2034	4,345,000			
2035	5,305,000			
2036	6,355,000			
2037	7,485,000			
2038	8,715,000			
2039	10,050,000			
2040	14,935,000			
2041	18,410,000			
2042	20,315,000			
2043	22,375,000			
2044	1,490,000			
2045	1,410,000			

* Preliminary, subject to change.

† CUSIP is a registered trademark of The American Bankers Association (the “ABA”). CUSIP data is provided by CUSIP Global Services (“CGS”), which is managed on behalf of the ABA by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Bonds only at the time of issuance of the Bonds, and neither the District nor the Underwriter, nor any of their agents or counsel, makes any representation with respect to such CUSIP numbers or undertakes any responsibility for the accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement does not constitute an offer to sell the Bonds or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such state or jurisdiction. No dealer, salesman or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon.

The information relating to DTC and the book-entry system set forth herein under the caption “THE BONDS—General” and in Appendix E hereto has been furnished by DTC. Such information is believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter or the District. All other information set forth herein has been obtained from the District and other sources that are believed to be reliable. The Underwriter has provided the following sentence for inclusion in this Official Statement. *The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.*

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds made hereunder shall create under any circumstances any indication that there has been no change in the affairs of the District or DTC since the date hereof. This Official Statement is being provided to prospective investors in connection with the issuance of securities referred to herein and may not be used, in whole or in part, for any other purpose.

The District maintains a website and certain social media accounts. However, the information presented on those websites is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites is not incorporated herein by reference and does not constitute part of this Official Statement.

CAUTIONARY STATEMENTS REGARDING
FORWARD-LOOKING STATEMENTS IN
THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements generally are identifiable by the terminology used, such as “plan,” “expect,” “estimate,” “budget” or other similar words. Such forward-looking statements include but are not limited to certain statements contained in the information under the caption “ESTIMATED SOURCES AND USES OF FUNDS” in the forepart of this Official Statement.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

Board of Directors

Director	Term Expires
William F. Nicholson, M.D., President	November 2028
Jeanette Yee, R.N., First Vice President	November 2028
Bernard Stewart, Second Vice President	November 2026
Jacob Eapen, M.D., Treasurer	November 2026
Michael J. Wallace, Secretary	November 2026

District Officials

Kimberly Hartz, Chief Executive Officer
Larry LaBossiere, Senior Vice President and Chief Operating Officer
Ajay Sial, Senior Vice President and Chief Financial Officer
Terri Hunter, Vice President and Chief Nursing Officer
Tina Nunez, Senior Vice President and Chief Administrative Officer

Bond Counsel

Nixon Peabody LLP
San Francisco, California

District Counsel

Mary K. Norvell, Attorney at Law
San Diego, California

Paying Agent

U.S. Bank Trust Company, National Association
San Francisco, California

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OFFICIAL STATEMENT

\$185,845,000*

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT (Alameda County, California)

\$55,000,000*

**2020 Election General Obligation Bonds, 2026
Series C**

\$130,845,000*

2026 General Obligation Refunding Bonds

INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. The order and placement of materials in this Official Statement, including the appendices, are not to be deemed to be a determination of relevancy, materiality or relative importance, and this Official Statement, including the cover page, inside cover pages and appendices, must be considered in its entirety. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meaning as in the Resolutions (as defined below), as applicable.

Purpose of this Official Statement

This Official Statement, including the cover page, the inside cover pages and the appendices hereto, is provided to furnish information in connection with the sale and delivery of \$55,000,000* aggregate principal amount of Washington Township Health Care District (Alameda County, California) 2020 Election General Obligation Bonds, 2026 Series C (the “2026C Bonds”) and the \$130,845,000* aggregate principal amount of Washington Township Health Care District (Alameda County, California) 2026 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the 2026C Bonds, the “Bonds”). The 2026 Bonds, collectively, and the Refunding Bonds, collectively, are sometimes referred to herein as a “series.”

The District

Washington Township Health Care District (the “District”) is a local health care district, formed in 1948, and organized pursuant to Division 23 of the Health and Safety Code (the “Local Health Care District Law”) of the State of California (the “State”). The District’s boundaries encompass an area of approximately 124 square miles in southern Alameda County (the “County”). The District operates the Washington Hospital Healthcare System, which consists of Washington Hospital, a 415-bed acute care hospital located in Fremont, California (the “Hospital”), primary care and multi-specialty outpatient clinics, outpatient surgery centers, an outpatient rehabilitation center, a radiation oncology center, a lymphedema clinic, a center for wound care and hyperbaric medicine, and an outpatient diabetes center. Included within the District’s boundaries are the cities of Fremont, Newark and Union City, the southern portion of the City of Hayward and the unincorporated area known as Sunol. For more information, see “THE DISTRICT” herein.

* Preliminary, subject to change.

Authority for Issuance of the Bonds

At an election held on November 3, 2020, more than two-thirds of the votes cast by eligible voters within the District authorized the District to issue up to \$425,000,000 of general obligation bonds for certain capital projects (the “2020 Election”). The 2026C Bonds constitute the third series of bonds issued pursuant to the authorization under the 2020 Election. Following the issuance of the 2026C Bonds, the District will have approximately \$225,000,000.* of remaining unissued bonds under the 2020 Election.

The 2026C Bonds are being issued pursuant to a resolution adopted by the Board of Directors of the District (the “District Board”) on September 9, 2026 (the “New Money Resolution”), and pursuant to Section 53506 *et seq.* of the Government Code of the State. The Refunding Bonds are being issued pursuant to a resolution adopted by the District Board on September 9, 2026 (the “Refunding Resolution” and, together with the New Money Resolution, the “Resolutions”) and pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State. The Bonds will be sold by the District to BofA Securities, Inc., as the underwriter (the “Underwriter”), as described under “UNDERWRITING” herein.

The proceeds from the sale of the Bonds will be applied pursuant to certain provisions of the Resolutions, as applicable, and the Paying Agent Agreements, each dated as of October 1, 2026 (together, the “Paying Agent Agreements”), by and between the District and U.S. Bank Trust Company, National Association, San Francisco, California, as Paying Agent (in such capacity, the “Paying Agent”), for the applicable Series of Bonds, as described under “Application of Bond Proceeds” below. U.S. Bank Trust Company, National Association, is also acting as escrow agent (in such capacity, the “Escrow Agent”) for the District pursuant to an Escrow Agreement, dated as of October 1, 2026 (the “Escrow Agreement”), between the District and the Escrow Agent, relating to the Refunded Bonds (as defined below).

Security for the Bonds

The Bonds represent general obligations of the District payable from *ad valorem* property taxes. The Board of Supervisors of the County shall annually levy and collect *ad valorem* taxes upon all taxable property within the District for the payment of the principal of and interest on the Bonds. See “PROPERTY TAX INFORMATION” herein. The Bonds are not obligations of the County, the State or any of its political subdivisions, other than the District. The Bonds are not secured by the revenues from the operations of the Washington Hospital Healthcare System, which includes the Hospital and certain other facilities described herein under the caption “THE DISTRICT.” As of September 1, 2026, the District has other outstanding general obligation bonds issued pursuant to the 2020 Election and prior elections. See “PROPERTY TAX INFORMATION—Direct and Overlapping Debt” below.

Purpose of the Bonds

Proceeds from the 2026C Bonds will be used to (i) complete a portion of the construction necessary to make the Hospital earthquake-safe and ensure the Hospital remains open and accessible to provide life-saving care during a major disaster, and to provide modern operating rooms, intensive care for infants and modern patient facilities, as specified in the 2020 Election, and (ii) pay costs of issuance associated with the 2026C Bonds. Proceeds from the Refunding Bonds will be used to (i) refund all or a portion of the District’s (a) 2004 Election General Obligation Bonds, 2013 Series B, (b) 2012 Election General Obligation Bonds, 2013 Series A, and (c) 2012 Election General Obligation Bonds, 2015 Series B (collectively, the

* Preliminary; subject to change.

“Prior Bonds” and such of the Prior Bonds as are being refunded, the “Refunded Bonds”) and (ii) pay costs of issuance associated with the Refunding Bonds.

Application of Bond Proceeds

A portion of the proceeds from the sale of the 2026C Bonds will be deposited with the Paying Agent into an account designated as the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Building Fund,” which will be established by the Paying Agent and maintained as a special trust account (the “Building Fund”). The District will, from time to time, disburse or order the Paying Agent in writing to disburse amounts from the Building Fund to pay the costs of the capital improvement projects to be undertaken with the proceeds of the sale of the 2026C Bonds. Amounts in the Building Fund will be invested at the written direction of the District so as to be available for the aforementioned disbursements. The Paying Agent will keep a written record of disbursements from the Building Fund.

A portion of the proceeds from the sale of the 2026C Bonds will be deposited with the Paying Agent, into an account designated as the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Costs of Issuance Fund,” which will be established by the Paying Agent and maintained as a special trust account (the “2026C Costs of Issuance Fund”). The District will, within six months of the date of delivery of the 2026C Bonds, disburse amounts from the 2026C Costs of Issuance Fund to pay Costs of Issuance of the 2026C Bonds. Amounts in the 2026C Costs of Issuance Fund will be held uninvested so as to be available for such disbursements. The Paying Agent will keep a written record of disbursements from the 2026C Costs of Issuance Fund. On the date which is six months following the date of issuance of the 2026C Bonds, or upon the earlier request of the District, any amount remaining in the 2026C Costs of Issuance Fund will be transferred by the Paying Agent to the Building Fund, and the 2026C Costs of Issuance Fund will be closed.

Any original issue premium received by the District that is not required to pay costs of issuance on the 2026C Bonds will be deposited into the fund designated as the “Washington Township Health Care District (Alameda County, California) General Obligation Bonds, 2026 Series C Interest and Sinking Fund,” which will be established and maintained by the Paying Agent (the “Interest and Sinking Fund”). The Interest and Sinking Fund will be used only for payments of principal of and interest on the 2026 Series C Bonds.

Refunding Bonds

Certain of the proceeds of the Refunding Bonds will be irrevocably deposited[, together with other available moneys of the District,] in an escrow fund (the “Escrow Fund”) established pursuant to the Escrow Agreement to redeem all or a portion of the Prior Bonds in the respective amounts in the table shown below. The moneys deposited in the Escrow Fund together with investment earnings thereon, if any, will be sufficient, as verified by the Verification Agent (as hereinafter defined), to pay the principal of and interest on the Refunded Bonds on and prior to their redemption and to redeem such Refunded Bonds at a redemption price of 100% of the principal amount thereof on or about _____, 2026. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein. Upon such irrevocable deposit, the Refunded Bonds will be deemed paid and no longer outstanding. The moneys deposited in the Escrow Fund will not be available to make payments on the Refunding Bonds. The deposit of moneys into the Escrow Fund will constitute an irrevocable deposit for the benefit of the holders of the Refunded Bonds.

A portion of the proceeds from the sale of the Refunding Bonds will be deposited with the Paying Agent, into an account designated as the “Washington Township Health Care District 2026 General Obligation Refunding Bonds Costs of Issuance Fund,” which will be established by the Paying Agent and

maintained as a special trust account (the “Refunding Bonds Costs of Issuance Fund”). The District will, within six months of the date of delivery of the Refunding Bonds, disburse amounts from the Refunding Bonds Costs of Issuance Fund to pay Costs of Issuance of the Refunding Bonds. Amounts in the Refunding Bonds Costs of Issuance Fund will be held uninvested so as to be available for such disbursements. The Paying Agent will keep a written record of disbursements from the Refunding Bonds Costs of Issuance Fund. On the date which is six months following the date of issuance of the Refunding Bonds, or upon the earlier request of the District, any amount remaining in the Refunding Bonds Costs of Issuance Fund will be transferred by the Paying Agent to the Building Fund, and the Refunding Bonds Costs of Issuance Fund will be closed.

Any excess proceeds received by the District that are not required to pay the Refunded Bonds or the costs of issuance on the Refunding Bonds will be deposited into the fund designated as the “Washington Township Health Care District 2026 General Obligation Refunding Bonds Debt Service Fund,” pursuant to the Refunding Resolution, which will be established and maintained by the Paying Agent (the “Debt Service Fund”). The Debt Service Fund will be used only for payments of principal of and interest on the Refunding Bonds.

The District, in its sole discretion, will select the specific maturities of the Prior Bonds, or portions thereof, to be refunded with proceeds of the Refunding Bonds, at or about the time of sale of the Refunding Bonds, such decision to be made depending on market conditions at the time of such sale.

Prior Bonds	Outstanding Principal Amount	Principal Amount To Be Refunded*
2012 Election General Obligation Bonds, 2015 Series B	\$145,500,000	\$15,000,000
2012 Election General Obligation Bonds, 2013 Series A	\$38,540,000	\$38,540,000
2004 Election General Obligation Bonds, 2013 Series B	\$99,960,000	\$99,960,000

Possible Bond Insurance

The District may apply for a bond insurance commitment from one or more bond insurers (each an “Insurer”) to provide a bond insurance policy (the “Policy”) to insure all or any portion of the Bonds. If a commitment is received from an Insurer, all or any portion of the Bonds may be insured by such Insurer, but there is no assurance that such commitment will be received from an Insurer or that the District will elect to insure any of the Bonds in the event such commitment is received. For more information, see “SECURITY FOR THE BONDS – Possible Bond Insurance” and “POSSIBLE BOND INSURANCE” herein.

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* Preliminary, subject to change.

ESTIMATED SOURCES AND USES OF FUNDS

The District expects to apply the proceeds from the Bonds as follows:

<u>Sources of Funds</u>	<u>2026C Bonds</u>	<u>Refunding Bonds</u>	<u>Totals</u>
Par Amount of Bonds	\$		
[Net] Original Issue [Premium/Discount]			
Total	\$		
<u>Uses of Funds</u>			
Deposit to Building Fund	\$		
Deposit to Escrow Fund			
Costs of Issuance ⁽¹⁾			
Deposit to Interest and Sinking Fund			
Total	\$		

⁽¹⁾ Includes Underwriter's discount, Paying Agent and Escrow Agent fees, legal, verification agent, escrow agent, printing and other miscellaneous issuance fees and expenses.

THE BONDS

General

The Bonds will be issued in book-entry form only and will initially be issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"). Purchasers will not receive certificated securities representing their interests in the Bonds. Capitalized terms used but not defined herein have the meanings ascribed thereto in the applicable Resolution. Unless distinguished by Series below, the following provisions apply equally to both Series of Bonds.

Interest on the Bonds accrues from their date of delivery and is payable semiannually on February 1 and August 1 of each year (each, a "Bond Payment Date"), commencing February 1, 2027. Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2027, in which event, it shall bear interest from the date of delivery of the Bonds. The Bonds are issuable in authorized denominations of \$5,000 or any integral multiple thereof. The Bonds mature on August 1 in the years and amounts set forth on the inside cover pages hereof.

Payment of interest on any Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the day concluding at the close of business on the 15th calendar day of the calendar month next preceding such Bond Payment Date (each a "Record Date"), such interest to be paid by check mailed to such Owner on the Bond Payment Date, at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. Any Owner of Bonds in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. Payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the

close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest. The principal and redemption premium, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, principal amount and redemption premium, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is authorized to pay the Bonds when duly presented for payment at maturity or upon redemption and to cancel all Bonds upon payment thereof.

So long as Cede & Co. is the registered Owner of the Bonds, as nominee for DTC (the “Nominee”), references in this Official Statement to “Owner” or “registered owner” of the Bonds (other than under the caption “TAX MATTERS” and the statement on the cover of this Official Statement regarding interest on the Bonds being excludable from gross income) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds. The District and the Paying Agent shall treat the registered Owner of the Bonds (which will be DTC so long as the book-entry system is in effect) as the absolute owner of the Bonds for the purposes of payment of debt service, giving all notices of redemption and all other matters with respect to the Bonds solely to DTC.

For a description of the method of payment of principal and premium, if any, of and interest on the Bonds and matters pertaining to their exchange while the book-entry system is in place, see APPENDIX E – “BOOK-ENTRY SYSTEM.”

Redemption *

2026C Bonds.

Optional Redemption. The 2026C Bonds maturing on or after August 1, 20__ are subject to redemption prior to their stated maturities, at the option of the District, from any source of available funds, in whole or in part, on August 1, 20__, or on any date thereafter at the principal amount thereof, without premium, together with interest accrued thereon to the date of redemption.

If less than all the Outstanding 2026C Bonds are to be optionally redeemed, the Paying Agent, upon written instructions from the District given at least 30 days but no more than 60 days prior to the date designated for such redemption, shall select 2026C Bonds for redemption in the order directed by the District or, in the event no direction is given, in inverse order of maturity. Within a maturity, the Paying Agent shall select 2026C Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any 2026C Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Mandatory Sinking Fund Redemption. The 2026C Bonds maturing on August 1, 20__ are subject to redemption prior to their stated maturity from mandatory sinking fund payments on August 1 of each year, beginning August 1, 20__ at a redemption price equal to the respective principal amounts thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts of such 2026C Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

* Preliminary, subject to change.

2026C Bonds due August 1, 20__

Redemption Date (August 1)	Mandatory Sinking Fund Payment
_____	_____
	\$
†	

† Maturity.	

The 2026C Bonds maturing on August 1, 20__ are subject to redemption prior to their stated maturity from mandatory sinking fund payments on August 1 of each year, beginning August 1, 20__ at a redemption price equal to the respective principal amounts thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts of such 2026C Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

2026C Bonds due August 1, 20__

Redemption Date (August 1)	Mandatory Sinking Fund Payment
_____	_____
	\$
†	

† Maturity.	

Refunding Bonds.

Optional Redemption. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption prior to their stated maturities, at the option of the District, from any source of available funds, in whole or in part, on August 1, 20__, or on any date thereafter at the principal amount thereof, without premium, together with interest accrued thereon to the date of redemption.

If less than all the Outstanding Refunding Bonds are to be optionally redeemed, the Paying Agent, upon written instructions from the District given at least 30 days but no more than 60 days prior to the date designated for such redemption, shall select Refunding Bonds for redemption in the order directed by the District or, in the event no direction is given, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption. Notice of redemption of any Bonds (each, a “Redemption Notice”) shall be mailed, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date by first-class mail to the respective Owners thereof at the addresses appearing on the bond registration books maintained by the Paying Agent. In the event that the Bonds shall no longer be held in book-entry only form, at least

two days before the date of the notice required by the foregoing sentence, such Redemption Notice shall be given by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.

Each notice of redemption shall contain all of the following information: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds of a Series in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable.

A Redemption Notice may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the affected Bonds, and may be rescinded by the District for any reason on any date prior to the date fixed for such optional redemption by causing written notice of the rescission to be given to the Owners of those Bonds so called for redemption. Any optional redemption and any notice thereof shall be rescinded if such conditions are not met or are not expected to be met and/or the District does not expect moneys to be available in the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds) or otherwise held in trust in an escrow fund established for such purpose in an amount sufficient to pay in full on said date the principal of and interest due on the Bonds called for redemption. Notice of rescission, if any, shall be given by the Paying Agent in the same manner in which notice of redemption was originally given.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like Series, tenor and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds), and any conditions to such redemption having been met, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in the applicable Resolution, together with interest to such redemption date, shall be held by or on behalf of the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as provided in such Resolution, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of the applicable Resolution shall be canceled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be canceled by the Paying Agent upon written notice by the District given to the Paying Agent.

Defeasance

Bonds of a Series may be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest on such Outstanding Bonds, as and when the same become due and payable;

(b) by depositing with the Paying Agent, or with a duly appointed escrow agent, in trust, at or before maturity, cash that, together with amounts then on deposit in the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds) and with the interest to accrue thereon and on any such moneys, obligations or securities as may be permitted by the laws of the State to be deposited for the purpose of refunding such Bonds without the need for further investment, is fully sufficient to pay such Bonds at maturity or on any redemption date prior thereto, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing in escrow with an institution that meets the requirements for serving as a Paying Agent as further described in the applicable Resolution and Paying Agent Agreement, in trust, lawful moneys or obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations that are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Internal Revenue Code and accompanying Treasury Regulations and that, in the opinion of Bond Counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds of such series, in such amount as will, in the opinion of an independent certified public accountant, together with the interest to accrue thereon, but without the need for further investment, be fully sufficient to pay and discharge such Outstanding Bonds at maturity or on any redemption date prior thereto, including any premium and all interest thereon, notwithstanding that any such Bonds shall not have been surrendered for payment.

Upon defeasance of all Outstanding Bonds of a Series, all obligations of the District and the Paying Agent under the applicable Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds described above to the Owners of such Bonds all sums due thereon, and to pay the Paying Agent amounts owed thereto under the applicable Resolution.

Paying Agent

As long as DTC's book-entry system is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to Owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds called for redemption or of any other action premised on such notice.

The Paying Agent, the District and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

So long as the Outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the Paying Agent and the District shall cooperate with Cede & Co., as sole registered owner, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Registration, Transfer and Exchange of Bonds

If the book-entry system described in Appendix E is no longer used with respect to a Series of Bonds, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of such Bonds (the applicable “Bond Register”). While such book-entry system is in effect, such Bonds will be represented by one Bond for each maturity of such Bonds registered in the name of Cede & Co., as Nominee for DTC.

The person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in the applicable Resolution. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of the same Series, tenor, maturity and principal amount and in any authorized denomination upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. In the event that the District determines to no longer maintain the book-entry only status of the Bonds, DTC determines to discontinue providing such services and no successor securities depository is named, or DTC requests the District to deliver Bond certificates to particular DTC Participants, any Bond may, in accordance with its terms, be transferred upon the applicable Bond Register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

Neither the District nor the Paying Agent will be required: (i) to exchange or transfer any Bonds during a period beginning with (a) the opening of business on the Record Date next preceding any Bond Payment Date or (b) any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (ii) to transfer any Bonds that have been selected or called for redemption in whole or in part.

SECURITY FOR THE BONDS

The Bonds represent general obligations of the District payable as to principal, premium, if any, and interest from *ad valorem* property taxes levied on taxable property located within the boundaries of the District. Pursuant to Section 32312 of the Health and Safety Code of the State, the County shall annually levy and collect *ad valorem* taxes upon all taxable property within the District for the payment of the principal of and interest on the Bonds. Such taxes shall be collected by the County and transferred by the County directly to the Paying Agent to be used for payment of the principal of and interest on the Bonds by the Paying Agent. Pursuant to the provisions of the applicable Paying Agent Agreement, the County will be directed to transfer such taxes twice each year. The Paying Agent, pursuant to the applicable Paying Agent Agreement, shall deposit all such taxes when received from the County into the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds), each held by the Paying

Agent, each of which is required to be used by the Paying Agent solely for the payment of the principal or redemption price of and interest on the applicable series of Bonds when due. Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds, the Bonds are not obligations of the County, the State or any of its political subdivisions, other than the District.

The moneys in the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds) are pledged to the payment of principal and redemption price of and interest on the related Series of Bonds. Amounts on deposit in the Interest and Sinking Fund (for the 2026C Bonds) or the Debt Service Fund (for the Refunding Bonds), to the extent necessary to pay the principal of and interest on the related Series of Bonds as the same become due and payable, shall be transferred by the Paying Agent on or before each Bond Payment Date and each redemption date to DTC for remittance by DTC to its Participants for subsequent disbursement to the Beneficial Owners of such Bonds.

Each fiscal year, the District provides the County Assessor with its debt service requirements for all outstanding general obligation bonds of the District, and the County then determines the levy rate that would permit the County to collect *ad valorem* property taxes in an amount sufficient to pay principal and interest coming due on the Bonds in that fiscal year. In the event there is a shortfall in the collection of *ad valorem* property taxes to pay principal of and interest on the Bonds, the District is required by Section 32127 of the Health and Safety Code of the State to use moneys in its maintenance and operation fund to make up any shortfall. The District anticipates that *ad valorem* property taxes will be sufficient to pay the Bonds when due. The Bonds are payable from revenues in the District's maintenance and operation fund only in the event there is a shortfall in *ad valorem* property taxes, but the Bonds are not secured by the revenues from the operations of the Washington Hospital Healthcare System, which includes the Hospital and certain other facilities described herein under the caption "THE DISTRICT." Prospective investors, therefore, should base their investment decision solely on the property tax information relating to the District.

Possible Bond Insurance

The District may apply for a commitment from one or more Insurers to provide a bond insurance policy to insure all or any portion of the Bonds. If such commitment is received from an Insurer, all or any portion of the Bonds may be insured by such Insurer, but there is no assurance that such commitment will be received from an Insurer or that the District will elect to insure any of the Bonds in the event such commitment is received. The District's decision whether to purchase a policy if a commitment is received will be made at or about the time of the pricing of the Bonds and will be based upon, among other things, market conditions at the time of such pricing. If a commitment is received and the District decides to purchase a policy, it will be a condition to the issuance of the insured Bonds that such policy be issued concurrently with the issuance of such Bonds. If a commitment is received and a policy is purchased, the District may agree to certain additional covenants and restrictions solely for the benefit of the Insurer, which covenants will be described in the final Official Statement and would be in addition to, and in certain cases could be more restrictive than, other covenants made with respect to the Bonds. Any such additional covenants may be subject to waiver, modification, or amendment by the Insurer in its sole discretion and without notice to or consent by the Paying Agent, the holders of any Bonds, or any other person. It is expected that the Insurer will be deemed the sole Owner of Bonds insured by the policy, if any, for purposes of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of such Bonds are entitled to take. If a commitment is received and a policy is purchased, the final Official Statement for the Bonds will contain applicable information with respect to the Insurer and the policy.

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ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth for each year ending June 30 the amounts required to be made available for the payment of principal due on the Bonds, the payment of interest on the Bonds, including by mandatory sinking account redemption, the total annual debt service on the Bonds, the total annual debt service for all of the District's prior general obligation bonds, and the total annual debt service for all of the District's general obligation bonds upon the issuance of the Bonds.

Year Ending (June 30)	2026C Bonds		Refunding Bonds		<u>Total Debt Service on all Prior General Obligation Bonds^{(1)*}</u>	<u>Total Debt Service⁽²⁾</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>		
2027	\$	\$	\$	\$	\$14,660,231	\$
2028					15,005,381	
2029					15,311,456	
2030					15,605,656	
2031					15,964,856	
2032					16,353,919	
2033					16,743,119	
2034					17,167,256	
2035					17,768,619	
2036					18,564,950	
2037					19,380,819	
2038					20,747,588	
2039					21,662,519	
2040					22,637,875	
2041					20,550,919	
2042					18,679,750	
2043					19,853,691	
2044					21,083,481	
2045					46,631,844	
2046					49,245,644	
2047					13,237,088	
2048					13,898,388	
2049					14,591,019	
2050					15,323,525	
2051					16,088,000	
2052					16,893,125	
2053					17,735,675	
2054					18,623,075	
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$550,009,466</u>	<u>\$</u>

* Preliminary, subject to change.

(1) Comprising the 2015 Series B Bonds, the 2016 Bonds, the 2019 Bonds, the 2022 Series A Bonds and the 2023 Series B Bonds outstanding and payable. Does not include the Refunded Bonds.

(2) Unaudited.

CONTINUING DISCLOSURE

Pursuant to separate Continuing Disclosure Agreements for each series of Bonds, each dated the date of issuance and delivery of the Bonds (the “Continuing Disclosure Agreements”), between Hilltop Securities Inc., as dissemination agent (the “Dissemination Agent”) and the District, the District has covenanted for the benefit of Owners of the Bonds (including Beneficial Owners of the Bonds) to provide for dissemination by the Dissemination Agent of (i) certain financial information and operating data relating to the District (each, an “Annual Report”) by not later than six months following the end of the District’s fiscal year (which date would be January 1 following the end of the District’s fiscal year on the prior June 30), commencing with the report for the 2025-26 Fiscal Year, and (ii) notices of the occurrence of certain listed events. The Annual Report and notices of listed events shall be filed by the Dissemination Agent, in electronic form, with the Electronic Municipal Market Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”). Additionally, the District has agreed to provide for dissemination by the Dissemination Agent to the MSRB of certain quarterly unaudited financial statements by not later than 75 days after the end of each of the District’s first three fiscal quarters. The specific nature of the information to be contained in the Annual Report, the notices of listed events and the quarterly unaudited financial statements is included in Appendix C. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission, as amended (“Rule 15c2-12”).

During the past five years, the District has not failed to comply, in any material respect, with any prior continuing disclosure undertaking made by the District for purposes of Rule 15c2-12. However, the District untimely filed its audited financial statements for the fiscal years ended June 30, 2023 and 2022 on February 15, 2024 and March 3, 2023, respectively. Failure by the District to comply with any provision of the Continuing Disclosure Agreements will not constitute a default or an Event of Default under either Resolution.

For a more complete description of the content, time, and place of filing of Annual Reports, the circumstances under which provisions of the Continuing Disclosure Agreements may be amended or waived, when Beneficial Owners of the Bonds are entitled to take action to enforce the Continuing Disclosure Agreements, limitations on enforcement of the Continuing Disclosure Agreements, and other provisions of the Continuing Disclosure Agreements, see APPENDIX C – “FORM OF CONTINUING DISCLOSURE AGREEMENTS.”

Although not required by the terms of the Continuing Disclosure Agreements or any existing continuing disclosure undertakings, it is currently the District’s policy to post certain information related to its board meetings on its website (<http://www.whhs.com/About/Board-of-Directors.aspx>). Such website is not incorporated by reference herein. The District routinely posts certain notices, meeting agendas and board packages, and the board packages often include financial information and operating data not required to be disseminated under the Continuing Disclosure Agreements or any existing continuing disclosure agreements. There can be no assurance that the District will continue this policy in the future.

PROPERTY TAX INFORMATION

Ad Valorem Property Taxation

As required by State law, the District utilizes the services of the County for the assessment and collection of taxes for District purposes. District taxes are collected at the same time and on the same tax roll as are County, school district, city and other special district taxes. Taxes are levied by the County for

each fiscal year on taxable property within the District as of the preceding January 1. See “—Tax Collection Procedure” below.

The amount of the annual *ad valorem* property tax levied by the County to repay the Bonds will be based on the amount of debt service due on the Bonds. The County calculates the tax rate on an annual basis based on the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. The District informs the County of the amount of debt service due on the Bonds. The County is required, in turn, to levy and collect the *ad valorem* property taxes and transfer such *ad valorem* property taxes to the Paying Agent as described above. See “SECURITY FOR THE BONDS” above.

A reduction in the assessed valuation of taxable property located in the District, as may be caused by economic recession or a general market decline in property values, changes in supply and demand for real property in the area, global pandemics such as COVID-19, deflation of land values, a relocation out of the District by one or more major property owners, reclassification of property to a class exempt from taxation whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or other government regulations such as zoning, or the complete or partial destruction of such property caused by, among other events, an earthquake, flood, fire (including wildfire), toxic dumping, or other manmade or natural disaster, could cause a reduction in the assessed value of taxable property in the District and necessitate an unanticipated increase in the *ad valorem* property tax rates necessary to pay debt service on the Bonds.

Assessed Valuations

The assessed valuation of property in the District, except for public utility property, which is assessed by the State Board of Equalization, is established by the County Assessor. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the State Constitution. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.” Assessed value is not the same as market value and is subject to annual adjustments by the County Assessor.

Certain classes of property, such as churches, nonprofit and public colleges, universities and hospitals, charitable institutions and governmental property, are exempt from property taxation and do not appear on the tax rolls.

Property located within the District had a total taxable assessed valuation for fiscal year 2025-26 of \$112,296,197,218. The following table presents the ten-year history of assessed valuations in the District.

Assessed Valuations⁽¹⁾
Fiscal Years 2015-16 through 2025-26

	Secured ⁽²⁾	Utility	Unsecured	Total
2015-16	54,714,762,586	54,715,589	3,705,209,623	\$58,474,687,798
2016-17	60,051,035,454	5,900,339	3,244,641,349	63,301,577,142
2017-18	64,190,916,900	11,912,936	3,497,496,387	67,700,326,223
2018-19	68,985,855,532	11,912,936	3,446,379,217	72,444,147,685
2019-20	73,708,350,985	11,912,936	3,737,741,274	77,458,005,195
2020-21	78,080,367,556	10,877,936	4,275,321,291	82,366,566,783
2021-22	81,580,047,685	15,159,854	4,594,258,773	86,189,466,312
2022-23	88,445,670,746	14,822,696	5,410,268,627	93,870,762,069
2023-24	94,626,946,655	14,822,696	7,041,985,435	101,683,754,786
2024-25	99,240,537,309	14,822,696	7,775,361,060	107,030,721,065
2025-26	103,674,561,613	17,254,565	8,604,381,040	112,296,197,218

⁽¹⁾ All years shown at full cash value and include secured, unsecured and utility property.

⁽²⁾ Includes homeowner exemptions, but excludes other exemptions, such as veterans and welfare benefits. The total homeowner exemption for fiscal year 2025-26 was \$385,095,200. (Source: Office of the Assessor, Alameda County 2025-26 Fund Report)

Source: California Municipal Statistics, Inc.

The following table shows the assessed valuation of real property on the secured tax rolls within the District and the number of parcels by land use for fiscal year 2025-26.

**Assessed Valuation and Parcels by Land Use
(Secured Tax Rolls)
Fiscal Year 2025-26**

	2025-26 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural/Rural	\$373,115,924	0.36%	408	0.40%
Commercial/Office	6,084,297,753	5.87	1,512	1.49
Vacant Commercial	121,790,805	0.12	111	0.11
Industrial	17,055,881,618	16.45	1,677	1.65
Vacant Industrial	571,527,696	0.55	168	0.17
Recreational	139,665,314	0.13	31	0.03
Government/Social/Institutional	322,182,709	0.31	387	0.38
Subtotal Non-Residential	\$24,668,461,819	23.79%	4,294	4.23%
Residential:				
Single-Family Residence	\$58,763,442,434	56.68%	71,017	69.88%
Condominium/Townhouse	13,252,134,308	12.78	21,698	21.35
Mobile Home	43,496,343	0.04	711	0.70
Mobile Home Park	73,390,491	0.07	11	0.01
2-4 Residential Units	1,246,086,320	1.20	1,371	1.35
5+ Residential Units/Apartments	5,338,006,968	5.15	555	0.55
Vacant Residential	289,542,930	0.28	1,971	1.94
Subtotal Residential	\$79,006,099,794	76.21%	97,334	95.77%
Total	\$103,674,561,613	100.00%	101,628	100.00%

⁽¹⁾ Local Secured Assessed Valuation; excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

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The following table shows the fiscal year 2025-26 aggregate average and median assessed valuations of single-family homes within the District and a breakdown of single-family homes by assessed valuation range.

**Per Parcel Assessed Valuation of Single-Family Homes
Fiscal Year 2025-26**

	No. of Parcels	2025-26 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single-Family Residential	71,017	\$58,763,442,434	\$827,456	\$714,200

Assessed Valuation ⁽¹⁾	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$99,999	3,485	4.907%	4.907%	\$259,655,219	0.442%	0.442%
\$100,000 - \$199,999	4,160	5.858	10.765	614,929,242	1.046	1.488
\$200,000 - \$299,999	4,492	6.325	17.090	1,136,629,598	1.934	3.423
\$300,000 - \$399,999	6,135	8.639	25.729	2,161,571,075	3.678	7.101
\$400,000 - \$499,999	5,917	8.332	34.061	2,656,904,887	4.521	11.622
\$500,000 - \$599,999	5,443	7.664	41.725	2,992,021,016	5.092	16.714
\$600,000 - \$699,999	5,193	7.312	49.038	3,366,603,186	5.729	22.443
\$700,000 - \$799,999	4,725	6.653	55.691	3,541,677,337	6.027	28.470
\$800,000 - \$899,999	4,682	6.593	62.284	3,978,457,806	7.770	35.240
\$900,000 - \$999,999	4,418	6.221	68.505	4,194,003,729	7.137	42.377
\$1,000,000 - \$1,099,999	3,706	5.218	73.723	3,884,625,437	6.611	48.988
\$1,100,000 - \$1,199,999	2,835	3.992	77.715	3,254,358,719	5.538	54.526
\$1,200,000 - \$1,299,999	2,525	3.555	81.271	3,151,978,008	5.364	59.890
\$1,300,000 - \$1,399,999	2,372	3.340	84.611	3,197,099,645	5.441	65.331
\$1,400,000 - \$1,499,999	2,210	3.112	87.723	3,198,578,264	5.443	70.774
\$1,500,000 - \$1,599,999	1,891	2.663	90.385	2,927,175,579	4.981	75.755
\$1,600,000 - \$1,699,999	1,436	2.022	92.407	2,366,507,481	4.027	79.782
\$1,700,000 - \$1,799,999	1,162	1.636	94.044	2,030,478,831	3.455	83.238
\$1,800,000 - \$1,899,999	883	1.243	95.287	1,631,430,943	2.776	86.014
\$1,900,000 - \$1,999,999	623	0.877	96.164	1,213,126,357	2.064	88.078
\$2,000,000 and greater	2,724	3.836	100.000	7,005,630,075	11.922	100.000
Total	71,017	100.000%		\$58,763,442,434	100.000%	

⁽¹⁾ Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.

Source: California Municipal Statistics, Inc.

Tax Collection Procedure

Taxes are levied for each fiscal year on taxable real and personal property on the tax rolls as of the preceding January 1. Real property that changes ownership or is newly constructed is required to be revalued at the time the change occurs or the construction is completed. The current year property tax rate is applied to the reassessed value, and the taxes are then adjusted by a proration factor that reflects the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” contains real property (land and improvements), certain taxable personal property (such as business equipment on business-owned property), and possessory interests (a leasehold on otherwise exempt government property). The “unsecured roll” contains taxable property that is not secured by the underlying real property, the majority of which is

business equipment on leased or rented premises, and other taxable personal property such as boats and aircraft, as well as delinquent possessory interests. The balance of personal property has been exempted by State law from property taxes.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on June 30. Such property may thereafter be redeemed by payment of the delinquent property taxes, plus a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the County's Treasurer-Tax Collector.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the Clerk of the County specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

Property tax delinquencies may be impacted by economic and other factors beyond the District's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including (but not limited to) high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of pandemics or natural or manmade disaster, such as earthquake, drought, wildfires and fires. It is not possible for the District to make any representation regarding the extent to which an economic recession or depression could impact the ability or willingness of property owners within the District to pay property taxes in the future. If delinquencies increase substantially as a result of events outside the control of the District, the County does have the authority to increase allowances for annual reserves in the tax levy to avoid fluctuating tax levies.

On October 5, 1993, the County adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") as provided in Section 4701 *et seq.* of the Revenue and Taxation Code of the State. Generally, the Teeter Plan provides for a tax distribution procedure in which secured roll taxes are distributed to local participating taxing agencies within the County on the basis of the full amount of the current tax levy, rather than on the basis of actual current tax collections less delinquencies. The County then receives and retains any excess delinquent tax payments, penalties and interest. The District is not a local participating taxing agency under the Teeter Plan. As such, any excess delinquent tax payments, penalties and interest, when received, will be allocated to the District based on its pro rata share of the delinquent property tax. The District cannot predict or anticipate whether property tax payments will be delinquent, whether any further action will be taken by the State or the County with respect to property tax payment or deadlines or delinquent payment of property taxes, requests to cancel penalties on late property tax payments, any potential future adjustments to property tax payments or payment deadlines, or the impact of any such delay or delinquencies on the District's financial conditions or operations.

The following table lists the secured tax charges and delinquencies for the District for fiscal years 2020-21 through 2024-25.

**Secured Tax Charges and Delinquencies
Fiscal Years 2020-21 through 2024-25**

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent (June 30 th)	% Delinquent
2020-21	16,575,069.72	95,641.69	0.58%
2021-22	16,504,480.23	102,732.54	0.62
2022-23	17,449,934.41	147,114.17	0.84
2023-24	15,372,354.47	152,811.28	0.99
2024-25	25,503,367.34	209,509.86	0.82

⁽¹⁾ District's general obligation bond debt service levy for all of its outstanding general obligation bonds.

Source: California Municipal Statistics, Inc.

Proposition 8 Reductions and Appeals to Assessed Value

In November 1978, State voters passed as an amendment to Article XIII A of the California Constitution, Proposition 8, which provides that property owners are entitled to an assessment based on the lower of the fair market value of their property as of the lien date (January 1), or the assessed value as determined at the time of purchase or construction, and increased by no more than two percent annually. As a matter of policy and in accordance with Proposition 8, the County Assessor for Alameda County ("County Assessor") has proactively responded to declining market values by temporarily reducing assessed values during those periods of market decline. The County Assessor may also adjust valuations independently, without a taxpayer appeal. Property owners may also appeal the Proposition 13 base assessment of a property. Although less frequently filed, such appeals, if successful, can permanently reduce the enrolled valuation of property until it is sold.

Any reduction in the assessed value granted as a result of a Proposition 8 appeal, or unilateral reassessment by the county assessor, applies to the year for which the application or reassessment is made. These reductions are subject to annual review and the assessed values are adjusted back to the original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it becomes subject to the annual inflationary factor growth rate allowed under Article XIII A.

Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is made and thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of change of ownership or new construction date.

In addition to the above-described taxpayer appeals, county assessors may independently reduce assessed valuations based on changes in the market value of property, or for other factors such as the complete or partial destruction of taxable property caused by natural or man-made disasters, such as earthquakes, floods, fire, wildfire, pandemic, drought or other toxic contamination pursuant to relevant provisions of the State Constitution. Such reductions are subject to yearly reappraisals by the County Assessor and may be adjusted back to their original values when real estate market conditions improve. Once property has regained its prior assessed value, adjusted for inflation, it once again is subject to the annual inflationary growth rate factor allowed under the State Constitution.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in the aggregate assessed valuation of property within the District due to appeals, as with any reduction in assessed valuation due to other causes, will result in an increase of the tax rate levied upon all property subject to taxation within the District for the payment of principal of and interest on the Bonds, when due.

See the table entitled “Assessed Valuation” under “PROPERTY TAX INFORMATION—Assessed Valuations” above.

Proposition 50 and Proposition 171

On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five (5) years after the disaster. At the time of such transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the county assessor can only correct four (4) years of assessments when the owner fails to file a claim within four (4) years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three (3) years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three (3) years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement

property is acquired or constructed within one year of the destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two (2) years of the destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three (3) years of the destruction.

Tax Rate and Collection Record

The following table sets forth a typical aggregate tax rate for property within the District for fiscal years 2021-22 through 2025-26.

Typical Aggregate Tax Rate (TRA 12-013)⁽¹⁾ Fiscal Years 2021-22 through 2025-26

<u>Fiscal Year</u>	<u>Percentage Against Assessed Value</u>
2021-22	1.1322%
2022-23	1.1390
2023-24	1.1272
2024-25	1.1327
2025-26	1.1741

⁽¹⁾ Fiscal year 2025-26 assessed valuation of TRA 12-013 is \$14,539,765,704, which is 12.95% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

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Major Taxpayers

The following table lists the major real property taxpayers in the District based on their 2025-26 secured assessed valuations. As further discussed under “– *Appeals of Assessed Value; Proposition 8 Reductions*” herein, the *ad valorem* property tax is subject to certain appeals and reclassification. As such, *ad valorem* property tax may be challenged from time to time. The below table does not take into account any such appeal or challenge.

Largest Local Secured Property Taxpayers Fiscal Year 2025-26

	Property Owner	Primary Land Use	2025-26 Assessed Valuation	% of Total ⁽¹⁾
1.	Tesla Inc.	Industrial	\$2,700,326,778	2.60%
2.	Pacific Commons Owner LP	Industrial	513,779,877	0.50
3.	John T. Arrillaga & Richard T. Peery Trust	Industrial	420,714,159	0.41
4.	Hart Pacific Commons LLC	Shopping Center	401,449,164	0.39
5.	BMR Gateway Boulevard LLC	Industrial	382,674,362	0.37
6.	MC Kato Realty LLC	Industrial	381,850,047	0.37
7.	Sobrato Interests	Industrial	373,007,055	0.36
8.	Essex Portfolio LP	Apartments	359,205,380	0.35
9.	CP V Walnut LLC	Apartments	351,250,572	0.34
10.	BRE Properties Inc.	Apartments	285,709,250	0.28
11.	Catellus Development Corporation	Industrial	264,301,771	0.25
12.	Fortinet Inc.	Industrial	247,637,089	0.24
13.	Lam Research Corporation	Industrial	245,601,390	0.24
14.	BRE Jupiter	Industrial	229,246,316	0.22
15.	Fremont Technology Business Center LLC	Industrial	227,753,333	0.22
16.	Fairfield Warm Springs LLC	Apartments	220,043,856	0.21
17.	Terreno Morton LLC	Industrial	193,544,569	0.19
18.	Fremont Retail Partners LP	Shopping Center	190,200,251	0.18
19.	T5 Silicon Valley LP	Industrial	181,740,323	0.18
20.	Whipple Road Portfolio LLC	Industrial	180,311,477	0.17
			<u>\$8,350,347,019</u>	<u>8.05%</u>

⁽¹⁾ 2025-26 Local Secured Assessed Valuation: \$103,674,561,613.

Source: California Municipal Statistics, Inc.

The more property (by assessed value) which is owned by a single taxpayer within the District, the greater amount of tax collections that are exposed to weaknesses in such a taxpayer’s financial situation and ability or willingness to pay property taxes. Each taxpayer listed above is a name listed on the tax rolls. The District cannot make any representation as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table above.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt statement (the “Debt Statement”) prepared by California Municipal Statistics, Inc. for debt issued as of July 1, 2026. The Debt Statement is included for

general information purposes only. The District has not reviewed the Debt Statement for completeness or accuracy and makes no representation in connection therewith.

The Debt Statement generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Statement are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Statement and whose territory overlaps the District (2) the second column shows the respective percentage of the assessed valuation of the overlapping public agencies identified in column 1 which is represented by property located in the District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the District, as determined by multiplying the total outstanding debt of each agency by the percentage of the District's assessed valuation represented in column 2.

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Washington Township Health Care District
Direct and Overlapping Debt
As of July 1, 2026
(\$ in Thousands)
(Unaudited)

2025-26 Assessed Valuation: \$112,296,197,218

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 7/1/26</u>
Alameda County	25.760%	\$ 118,466,376
Bay Area Rapid Transit District	10.387	306,105,929
Chabot-Las Positas Community College District	8.556	98,936,878
Ohlone Community College District	100.	349,215,000
Fremont Unified School District	100.	778,445,000
New Haven Unified School District	97.382	296,838,835
Newark Unified School District	100.	91,460,671
Other School Districts	Various	4,274,763
City of Fremont	100.	20,725,000
Washington Township Health Care District	100.	459,295,000⁽¹⁾
Alameda County Fire Department	1.015	673,046
East Bay Regional Park District	16.104	21,584,996
Hayward Area Recreation and Park District	1.410	1,950,806
City of Fremont Community Facilities District Nos. 1 and 2	100.	86,530,000
City of Union City Dyer Street Community Facilities District	100.	1,450,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$2,635,952,300
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Alameda County General Fund Obligations	25.760%	\$152,253,192
Alameda-Contra Costa Transit District Certificates of Participation	26.671	2,336,380
Fremont Unified School District Certificates of Participation	100.	51,710,000
Other School District General Fund Obligations	Various	64,925
City of Fremont Certificates of Participation	100.	43,290,000
City of Hayward General Fund Obligations	5.834	2,051,507
City of Newark Certificates of Participation	100.	51,635,000
City of Union City Pension Obligation Bonds	99.672	2,423,923
Hayward Area Recreation and Park District General Fund Obligations	1.410	100,674
TOTAL OVERLAPPING GENERAL FUND DEBT		\$305,865,601
 <u>OVERLAPPING TAX INCREMENT DEBT (SUCCESSOR AGENCIES):</u>		 \$87,739,280
 COMBINED TOTAL DEBT		 \$3,029,557,181⁽²⁾

Ratios to 2025-26 Assessed Valuation:

Direct Debt (\$459,295,000)⁽¹⁾ 0.41%
Total Direct and Overlapping Tax and Assessment Debt 2.35%
Combined Total Debt 2.70%

Ratio to Redevelopment Incremental Assessed Valuation (\$3,976,377,249):

Total Overlapping Tax Increment Debt 2.21%

(1) Excludes the Bonds to be sold and any unamortized original issue premium or discount.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Limitation on Remedies; Bankruptcy

Limitations on Remedies. The various opinions to be delivered concurrently with the Bonds will be qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditors' rights. Enforceability of the rights and remedies of the holders of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors' rights generally and the limitations on remedies against health care districts in the State.

Bankruptcy. Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the "Bankruptcy Code") does not limit or impair the power of a state to control, by legislation or otherwise, a political subdivision of the state in the exercise of its political or governmental powers, including expenditures for the exercise. In addition, Chapter 9 provides that a bankruptcy court may not interfere with the political or governmental powers of a political subdivision debtor, unless the political subdivision approves a plan of adjustment to that effect or consents to that action. State law provides that *ad valorem* property taxes may be levied to pay the principal of and interest on the Bonds and other voted general obligation bonds of the District in an unlimited amount, and that proceeds of such a levy must be used for the payment of principal of and interest on the District's general obligation bonds, including the Bonds, and for no other purpose. Under State law, the District's share of the 1% limited tax imposed by the County is the only *ad valorem* property tax revenue that may be raised and expended to pay liabilities and expenses of the District other than its voter-approved debt, such as its general obligation bonds, including the Bonds. If the District should become a debtor in a Chapter 9 proceeding, then it must propose a plan of adjustment of its debts. The plan may not become effective until confirmed by the bankruptcy court. The court may not approve a plan unless it finds, among other conditions, that the District is not prohibited by law from taking any action necessary to carry out the plan and that the plan is in the best interests of creditors and is feasible. If the State law restriction on the levy and expenditure of *ad valorem* property taxes is respected in a bankruptcy case, then *ad valorem* property tax revenue in excess of the District's share of the 1% limited County tax could not be used by the District for any purpose under its plan other than to make payments on the Bonds and its other general obligation bonds. It is possible, however, that a bankruptcy court could conclude that the restriction should not be respected.

If the District were to become a debtor in bankruptcy, the Paying Agent may be prevented from making payments to the Owners of the Bonds from funds in the Paying Agent's possession. There may be other possible effects of a bankruptcy of the District that could result in delays or reductions in payments on the Bonds, which could have an adverse effect on the liquidity and value of the Bonds.

Statutory Lien on Ad Valorem Property Taxes. Pursuant to California Government Code Section 53515, general obligation bonds issued and sold by a local agency, including the District, are secured by a statutory lien on the *ad valorem* property taxes levied and collected to pay the principal of and interest on such general obligation bonds. Section 53515 provides that the lien automatically arises without the need for any action or authorization by the local agency or its governing body, and that the lien shall be valid and binding from the time the bonds are executed and delivered. The section further provides that the lien shall be effective, binding and enforceable against the local agency, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing or further act. The statutory lien provides Owners with a security interest in the *ad valorem* property taxes that should survive a bankruptcy of the District. The automatic stay provisions of the Bankruptcy Code would apply, however, thereby preventing Owners from enforcing their rights to payment from such taxes (with the result that any payments becoming due and owing on the Bonds during the pendency of the Chapter 9 proceeding could be delayed), except as described under "—Special Revenues" below. It is also possible that the bankruptcy court could approve an alternate use of such taxes, if the Owners are afforded protection that the court determines to be adequate.

Special Revenues. If the *ad valorem* tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, then the application by the County (or others with possession) of pledged *ad valorem* tax revenues that are collected after the date of the bankruptcy filing should not be subject to the automatic stay, and Owners may be able to compel their immediate use to pay debt service, subject to the matters discussed below, including a decision by the United States Court of Appeals for the First Circuit.

“Special revenues” are defined to include, among others, taxes specifically levied to finance one or more projects or systems of the debtor, but excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the debtor. The District has specifically pledged the *ad valorem* taxes for payment of the Bonds. The Bonds and the District’s other general obligation bonds were approved at elections held on propositions that described the projects for which such bonds may be issued. As noted above, State law prohibits the use of the proceeds of the District’s debt service tax for any purpose other than payment of its general obligation bonds, and the bond proceeds may only be used to fund the acquisition or improvement of real property and other capital expenditures included in the proposition, so such tax revenues appear to fit the definition of special revenues. However, there is no binding judicial precedent dealing with the treatment in bankruptcy proceedings of *ad valorem* tax revenues collected for the payment of general obligation bonds in California, so no assurance can be given that a bankruptcy court would not hold otherwise.

Even if the *ad valorem* tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, Owners may not be able to compel that they be used to pay debt service during the pendency of a Chapter 9 proceeding. While the application of special revenues is exempt from the automatic stay by Section 922(d) of the Bankruptcy Code, the United States Court of Appeals for the First Circuit has interpreted that section to exempt only voluntary applications by the debtor and voluntary applications by creditors or others of property in their possession, and not to exempt actions by creditors to compel an application by others, and has held that a bankruptcy court lacks authority to compel the application of special revenues. *In re: The Financial Oversight and Management Board for Puerto Rico*, 919 F.3d 121 (1st Cir. 2019). The U.S. Supreme Court declined to review the First Circuit decision. If the First Circuit’s interpretation is upheld and applied by courts in the Ninth Circuit and a Chapter 9 proceeding were to be initiated in respect of the District, the Owners would be stayed from seeking to compel the application of pledged *ad valorem* taxes to pay debt service on the Bonds during the pendency of the proceeding (in either federal or state court), if the County failed to do so as required by State law or was instructed not to do so by the District, which would leave Owners with only state court remedies. Accordingly, even if the *ad valorem* tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues,” a Chapter 9 proceeding could result in a substantial delay in the payment of debt service, if the County failed to apply pledged *ad valorem* taxes to pay debt service on the Bonds.

In addition, the Bankruptcy Code provides that any consensual lien on special revenues “derived” from a project or system is subject to necessary operating expenses of the project or system. This rule applies regardless of the provisions of transaction documents. If a bankruptcy court were to conclude that the District’s tax collections are “derived” from a District project or system, then even if pledged *ad valorem* tax revenues are determined to be “special revenues,” the court could determine that such revenues may not be ordered (by itself or a state court) to pay debt service to the extent that they are needed to pay necessary operating expenses of the District and may lawfully be applied for that purpose.

Risks of Commingling of Ad Valorem Property Taxes. The County is expected to be in possession of the annual *ad valorem* property taxes and certain funds to repay the Bonds until it transfers such funds to the Paying Agent. The County Treasurer may commingle *ad valorem* property tax revenues that it receives on behalf of the District for payment of the Bonds with other funds held by the County Treasurer

before it turns over the *ad valorem* property tax revenues to the Paying Agent. Additionally, in the event that *ad valorem* property tax revenues were transferred to the District, and the District held such tax revenues in its possession prior to transferring those amounts to the Paying Agent for deposit into the Debt Service Fund (as to the Refunding Bonds) or the Interest and Sinking Fund (as to the 2026C Bonds), and if either the County or the District goes into bankruptcy and has possession of *ad valorem* property tax revenues (whether collected before or after commencement of the bankruptcy), and if the County or the District does not voluntarily turn over such *ad valorem* property tax revenues to the Paying Agent, it is not entirely clear what procedures the Owners of the Bonds would need to follow to obtain possession of such *ad valorem* property tax revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

Effect of Natural or Man-Made Disasters on Assessed Valuations

As referenced under “—*Ad Valorem* Property Taxation” above, assessed valuations are subject to change in each year, and such changes may result from a variety of factors, including natural and man-made disasters.

In recent years, there have been several notable disasters throughout the State. These include recurring drought conditions throughout the State over recent years. In addition, wildfires have occurred in recent years in different regions of the State. There have been several evacuation warnings issued in the past for parts of the County, including the City of Fremont, in connection with the SCU Lighting Complex Fire. However, the District did not sustain any serious property losses as a result of such fires. Serious and significant property damage has resulted in other areas of the State due to fire damage.

In the past, in response to conditions such as winter storms, wildfires, and drought, the Governor has announced extensions of tax filing deadlines. It is not possible for the District to make any representation regarding the extent to which any weather conditions could lead to such an extension or cause reduced economic activity within the boundaries of the District. Extensions of tax filing deadlines do not result in the forgiveness of tax liability but may result in delays in collection of *ad valorem* property taxes.

The District cannot predict or make any representations regarding the effects that natural or man-made disasters, such as fire, drought or extended drought conditions, earthquakes, terrorism, toxic contamination, sea level rise, storms, tsunamis, public health emergencies, civil unrest or other conditions, have or may have on the value of taxable property within the District, or to what extent the effects said natural disasters might have had on the District’s facilities or economic activity in the District or throughout the State. See above under the heading “—*Ad Valorem* Property Taxation” and below under the heading Public Health Emergencies.”

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats, including the outbreak and spread of COVID-19. The spread of COVID-19 and actions to contain its spread had significant adverse health and financial impacts throughout the world, including within the County. While COVID-19 case rates have significantly declined, vaccination rates have increased, relevant emergency orders have been lifted, and the national and local economy has been improving, the impact and secondary effects of the COVID-19 pandemic continue and are uncertain in many respects. The COVID-19 pandemic has had and may continue to have material adverse impacts on the County’s economy. Further, there could be future viral outbreaks or other public health emergencies that could have material adverse effects on the County and its taxpayers. See above under the heading “—*Ad Valorem* Property Taxation.”

Cybersecurity

The District and the County like many other public and private entities, rely on a substantial amount of technology to conduct their respective operations. As recipients and providers of personal, private, or sensitive information, the District and the County are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to their digital systems for the purposes of misappropriating information or causing fiscal or other operational disruption and damage. No assurances can be given that efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the District or the County or the financial institutions they rely on, including in respect of transfers and payments on the Bonds.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Article XIII A of the State Constitution

Article XIII A of the State Constitution (“Article XIII A”), adopted and known as Proposition 13, limits the amount of *ad valorem* property taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975–76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district (such as the District) or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b), as a result of an amendment approved by State voters on July 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by voters for the acquisition or improvement of real property, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Bonds was approved by more than two-thirds of the votes cast by the voters voting on the proposition at the 2020 Election.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Other amendments to Article XIII A have created a number of exceptions to the requirement that property be reassessed when it is purchased, newly constructed or undergoes a change in ownership. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for

seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues attributable to the District.

Both the California Supreme Court and the United States Supreme Court have upheld the validity of Article XIII A.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1978.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership, or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situation.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100 percent of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Property Tax Base Transfer (Proposition 19)

At the November 2020 Statewide election, voters enacted changes to certain property tax rules (“Proposition 19”) which: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) broaden the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

Article XIII B of the State Constitution

Article XIII B of the State Constitution (“Article XIII B”) was added to the Constitution by initiative in 1979. Under Article XIII B state and local governmental entities have an annual “appropriations limit” and are not permitted to spend certain moneys that are called “appropriations subject to limitation” (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys that are excluded from the definition of “appropriations subject to limitation,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the “appropriations limit” is to be based on certain 1978–79 expenditures and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by refunding taxes already collected or revising tax rates or fee schedules over the subsequent two years.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity.

“Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues. Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during such respective fiscal years shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

The State and each local government entity has its own appropriation limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another governmental entity of financial responsibility for providing the services. The District is required to establish an appropriation limit each year. The District receives no moneys that are considered appropriations subject to limitations and, therefore, had an appropriation limit of \$0 for fiscal year 2025-26.

Proposition 218 and Proposition 26

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the State Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the State Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as hospital districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds percent vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the State Constitution and special taxes approved by a two-thirds percent vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIII C define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

The District does not believe that any material source of revenue is subject to challenge under Proposition 218 or Proposition 26. The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Proposition 8

Property owners are entitled to an assessment based on the lower of the fair market value of their property as of the lien date (January 1), or the assessed value as determined at the time of purchase or construction, and increased by no more than two percent annually. The assessor may also adjust valuations independently, without a taxpayer appeal. See “PROPERTY TAX INFORMATION—Proposition 8 Reductions and Appeals to Assessed Value” above.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property, which is considered part of a utility system with components located in many taxing jurisdictions. The State Constitution provides that the State Board of Equalization (the “SBE”), rather than counties, assess certain property owned or used by regulated utilities. Such property is grouped and assessed by the SBE as “going concern” operating units, which may cross local tax jurisdiction boundaries, rather than as individual parcels of real or personal property separately assessed. Such utility property is known as “unitary property.” The SBE assesses property at “fair market value,” determined by various methods and formulae depending on the nature of the property, except that assessed value of certain railroad property is limited to a percentage of the fair market value determined by the SBE, in conformity with federal law. The SBE assesses values as of January 1 prior to the tax year of the related tax levy. Property tax on SBE-assessed property is then levied and collected by each county in the same manner as county assessed property, but at special county-wide tax rates, and distributed to each taxing agency within that county generally according to the approximate percentages as allocated to each taxing agency in the prior year.

Changes in the California electric utility industry structure and in the way in which components of that industry are regulated and owned, including the sale of electric generation assets to largely unregulated, non-utility companies, may convert the status of such assets from SBE-assessed unitary property to locally assessed property or otherwise affect how those assets are assessed in the future and which local taxing agencies are to receive the property taxes on such assets. The District cannot predict whether any changes that may occur will affect the unitary property within its boundaries or the tax revenues relating to such property.

Future Initiatives

Article XIII A, Article XIII B, Proposition 218, Proposition 26 and Proposition 8 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time, other initiative measures could be adopted, further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

POSSIBLE BOND INSURANCE

The District may apply for bond insurance through a nationally recognized municipal bond insurance provider for a Policy to guarantee the scheduled payments of principal of and interest on all or any portion of the Bonds. A commitment to provide the Policy has neither been applied for nor issued, and representatives of the District have yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

The Insurer may direct, and must consent to, any remedies that are exercised and the Insurer's consent may be required in connection with amendments or supplements to the Resolutions, as applicable.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, any Bonds will be payable from *ad valorem* property taxes levied on taxable property located within the boundaries of the District. See "SECURITY FOR THE BONDS" herein. In the event the Insurer becomes obligated to make payments with respect to any Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) of the Bonds.

The long-term ratings on any insured Bonds would be dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on any Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price or the marketability (liquidity) of such Bonds.

Any insured Bonds would be general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

None of the District, Bond Counsel, the Underwriter or any of their counsel, will make any independent investigation of the claims paying ability of the Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest with respect to the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment.

THE DISTRICT

The information in this section concerning the operations of the District is provided as background information only. The Bonds are payable from ad valorem taxes levied on taxable property within the District and are not secured by the revenues from the operations of the District. See "SECURITY FOR THE BONDS" herein. For a summary of certain demographic data for the County, see APPENDIX A – "ECONOMIC AND DEMOGRAPHIC PROFILE OF ALAMEDA COUNTY."

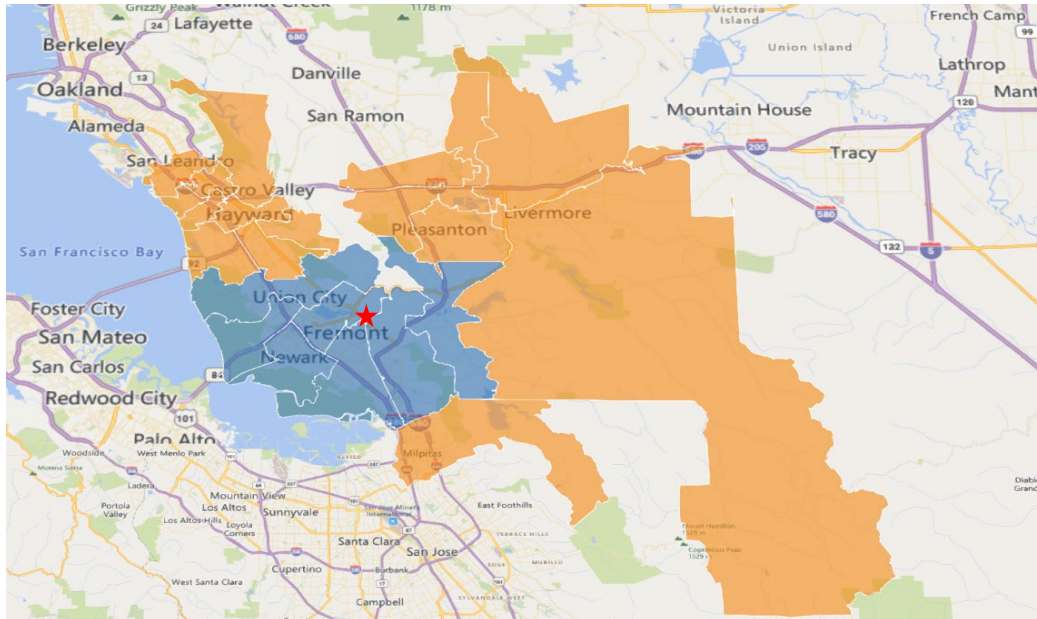
General

The District was formed in 1948, and the Hospital opened its doors 10 years later on November 24, 1958, as a district hospital licensed for 150 beds. In January 1995, the District's name was changed to Washington Township Health Care District to reflect the District's mission to provide broad health care services in addition to hospital-based services.

The District operates the Washington Hospital Healthcare System, consisting of the Hospital, which is a 415-bed acute care hospital located in Fremont, California, an urgent care center, primary care and multi-specialty outpatient clinics, an outpatient surgery center, an outpatient rehabilitation center, a radiation oncology center, a lymphedema clinic, a center for wound care and hyperbaric medicine, and an outpatient diabetes center (collectively, the "Facilities"). Through these Facilities, the District offers a full range of primary and secondary acute care health services.

The District's boundaries encompass an area of approximately 124 square miles in southern Alameda County. Included within the District boundaries are the cities of Fremont, Newark and Union City, the southern portion of the City of Hayward and the unincorporated area known as Sunol. The estimated population of the primary service area (in blue on the below map) is approximately 421,000⁽¹⁾ and the estimated population of the secondary service area (in orange on the below map) is approximately 690,000⁽¹⁾. Fremont is the largest city in the service area and the fourth-largest city in the San Francisco Bay Area. The total 2025-26 net (exclusive of all exemptions) assessed valuation of property within the District is \$111,911,102,018.

Service Area Map



⁽¹⁾ U.S. Census Bureau, 2020-2024 ACS 5-year Estimates.

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Governance and Management

The District is governed by the District Board, which consists of five publicly elected members. The District Board is charged with the general oversight of the District's operations. Each member of the District Board serves a two- or four-year term. The current members of the District Board are set forth below.

Director	Term Expires	Occupation
William F. Nicholson, M.D., President	November 2028	Physician, Cardiologist
Jeanette Yee, R.N., First Vice President	November 2028	Service League Volunteer
Bernard Stewart, D.D.S., President	November 2026	Dentist
Jacob Eapen, M.D., Treasurer	November 2026	Physician, Pediatrician
Michael J. Wallace, Secretary	November 2026	Chairman, Fremont Bank

The District Board delegates day-to-day management of the Washington Hospital Healthcare System to a management team. Following are the members of Washington Hospital Healthcare System's senior management.

Kimberly Hartz, Chief Executive Officer. Ms. Hartz joined the District in 1994 and served in numerous leadership roles until July 2019 when she was named CEO. She oversees Washington Hospital Healthcare System, which includes a 415-bed hospital, Washington Township Medical Foundation and a number of outpatient facilities. Prior to the CEO role, Ms. Hartz had oversight of numerous areas including Human Resources, Medical Imaging, Laboratory, Community Relations and Marketing, Off-Site Facilities, Women's Center, Physician Recruitment, Physician Medical Group/Foundation Development, Contracting, Strategic Management, Development Corporation and other Ancillary Services. Before coming to the District, she worked overseas as a health care consultant in New Zealand and Australia. In addition to working with numerous volunteer organizations locally, she has been a member of the Niles Rotary Club in Fremont since 2003, which includes the role of club president in 2011-2012. Ms. Hartz holds a Bachelor's Degree in Psychology with a Business Emphasis from Stanford University and a Master's of Science Degree from Oxford University in England.

Larry LaBossiere, Senior Vice President and Chief Operating Officer. Mr. LaBossiere has served as Chief Operating Officer since 2023 and before that he previously served as Chief Nursing Officer. Mr. LaBossiere oversees all medical/surgical patient care areas as well as the Critical Care, Stroke, Emergency and Maternal Child Health departments. He also oversees Health Information Management, Respiratory Care, Food and Nutrition Services, Patient Experience, and the Palliative and Pain Management programs. Mr. LaBossiere is a Registered Nurse and Clinical Nurse Specialist with Master's Degrees in both Nursing and Business Administration and is a Certified Emergency Nurse.

Ajay Sial, Senior Vice President and Chief Financial Officer. Mr. Sial oversees financial and capital management, financial planning and analysis, revenue cycle, treasury, and supply chain. Prior to joining Washington Health, Mr. Sial served several large academic health care organizations, including the University of Missouri Health, the University of California Irvine Health, Trinity Health/Loyola University Health System, the University of Kentucky Health and others. Mr. Sial earned a Bachelor of Arts in economics and accounting from the University of Delhi in India and a Master of Business Administration degree in finance from Virginia Tech. He was named to the list of 150 Hospital and Health System CFOs to know in the *Becker's Hospital Review*.

Terri Hunter, Vice President and Chief Nursing Officer. Ms. Hunter oversees nursing strategy, including leadership for trauma level 2 designation, patient experience, quality, case management, social work, infection prevention, acute-care and pediatric units nursing, and the emergency department. Ms. Hunter began her career as a registered nurse more than 25 years ago and joined Washington Health in 2023. She earned a Doctor of Nursing Practice degree from the University of Utah, College of Nursing and a Master of Public Administration from Brigham Young University, where she also received a Bachelor of Nursing Science degree.

Tina Nunez, Senior Vice President and Chief Administrative Officer. Ms. Nunez oversees Human Resources, Medical Imaging, Laboratory, Marketing and Communications, Community Outreach, Off-Site Facilities, Women's Center, Cancer Services, Physician Medical Group/Foundation Development, Strategic Management, Development Corporation and other Ancillary Services including Wound Care. Ms. Nunez has been with the Washington Hospital Healthcare System since 1994 and in her current role since 2013. She holds a Bachelor's Degree from the University of California at San Diego and a Master's Degree in Public Health from The University of California at Los Angeles.

Jordan Melick, Senior Director, Treasury. Mr. Melick oversees all aspects of Treasury including Banking, Cash Flow Forecasting, Investments, Debt, and Insurance. Mr. Melick recently joined Washington Hospital Healthcare System in 2026 and holds a Bachelor's Degree from the University of Michigan and a Master's Degree in Business Administration from The University of Notre Dame.

Audited Financial Statements

The District's financial statements for the fiscal year ended June 30, 2025, and for each of the two years in the period ended June 30, 2025 (the "Fiscal Year 2025 Audited Financial Statements"), included in this Official Statement as Appendix B, contain information about the District's outstanding revenue bonds (the "Revenue Bonds"), including the long-term debt service coverage ratio applicable to the Revenue Bonds, which the District has covenanted to maintain at a 1.1 to 1.0 coverage ratio on an annual basis (the "Coverage Ratio"), as set forth in the Indenture, dated as of July 1, 1993 (the "Revenue Bond Indenture"), pursuant to which the Revenue Bonds were issued. The Revenue Bonds are not secured by the *ad valorem* property taxes levied upon all taxable property within the District.

As further described in the Fiscal Year 2025 Audited Financial Statements, the District's Coverage Ratio was 3.29 to 1.0, 3.21 to 1.0, and 2.56 to 1.0 for the fiscal years ended June 30, 2025, June 30, 2024, and June 30, 2023, respectively. During the fiscal year ended June 30, 2026, and as expected to be reflected in the note related to blended component units in the District's forthcoming audited financial statements for such fiscal year, the District forgave approximately \$392,000,000 of receivables (on an unaudited basis) from the Washington Township Hospital Development Corporation, a blended component unit of which the District is the sole corporate member, of which approximately \$358,000,000 (on an unaudited basis) relates to amounts accumulated prior to the fiscal year ended June 30, 2026, and approximately \$34,000,000 (on an unaudited basis) relates to amounts accumulated during the fiscal year ended June 30, 2026. As a result, the District projects that the Coverage Ratio for the fiscal year ended June 30, 2026 will be approximately 1.3 to 1.0.

MATERIAL LITIGATION

There is no litigation pending or threatened against the District concerning the validity of the Bonds or questioning the District's ability to issue the Bonds, the District's ability to receive *ad valorem* taxes, its right to adopt the Resolutions or the organization, powers or authority of the District. The District is not aware of any litigation pending or threatened contesting the District's ability to receive *ad valorem* taxes or contesting the District's ability to issue the Bonds.

There is no governmental action or litigation pending or threatened against the District, which, if successful, would have a material and adverse effect on the operations or financial condition of the District.

TAX MATTERS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolutions and the Tax and Nonarbitrage Certificate executed by the District in connection with the issuance of the Bonds (the “Tax Certificate”), the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the District has made certain representations and certifications in the Resolutions and the Tax Certificate. Bond Counsel (defined below) will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel to the District (“Bond Counsel”), under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the District described above, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

Interest on the Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.

State Taxes

Bond Counsel is also of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California under present State law. Bond Counsel expresses no opinion as to other State or local tax consequences arising with respect to the Bonds nor as to the taxability of the Bonds or the income therefrom under the laws of any state other than California.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Bonds over its issue price (*i.e.*, the first price at which price a substantial amount of such maturity of the Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the

Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Bonds sold at prices in excess of their principal amounts are “Premium Bonds”. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions, and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as Appendix D. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post-Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Bonds for federal or state income tax purposes, and thus on the value or marketability of the Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict

whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Bonds may occur. Prospective purchasers of the Bonds should consult their own tax advisors regarding the impact of any change in law on the Bonds. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Bonds may affect the tax status of interest on the Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Causey Public Finance, LLC (the “Verification Agent”) will independently verify, and issue a report on, the arithmetical accuracy of the computations included in schedules provided to it by the Underwriters indicating the sufficiency of the initial cash deposits to pay the principal and redemption price of and interest on the Refunded Bonds on and prior to their redemption date or dates. Such verification will be based solely on assumptions and information supplied by the Underwriter. Furthermore, the Verification Agent will have restricted its procedures to verifying the arithmetical accuracy of such computations and will not have made any study or evaluation of the assumptions and information on which the computations were based and, accordingly, will not express an opinion on such assumptions and information, the reasonableness of such assumptions, or the achievability of future events. Such verification report will be relied upon by Bond Counsel in rendering its opinions with respect to the defeasance of the Prior Bonds to be refunded.

APPROVAL OF LEGALITY

The issuance of the Bonds is subject to the approval of their legality by Nixon Peabody LLP, Bond Counsel. A copy of the proposed form of opinions of Bond Counsel is attached hereto as Appendix D. Certain legal matters will be passed upon for the District by Mary K. Norvell, Attorney at Law, and for the Underwriter by its counsel, Norton Rose Fulbright US LLP.

UNDERWRITING

The Bonds are being purchased by the Underwriter, BofA Securities, Inc. The Underwriter has agreed to purchase the 2026C Bonds at an aggregate purchase price of \$_____, representing the par amount of the 2026C Bonds, [plus/less] [net] original issue [premium/discount] of \$_____, less the Underwriter’s discount of \$_____. The Underwriter has agreed to purchase the Refunding Bonds at an aggregate purchase price of \$_____, representing the par amount of the Refunding Bonds, [plus/less] [net] original issue [premium/discount] of \$_____, less the Underwriter’s discount of \$_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds, if any are purchased. The Bond Purchase Contract provides that the fees of counsel for the Underwriter will be paid by the District.

The Bonds are being offered for sale to the public at the prices shown on the inside cover pages hereof. The Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in the Official Statement. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The obligation of the Underwriter to accept delivery of the Bonds is subject to the terms and conditions set forth in the Bond Purchase Contract, the approval of legal matters by counsel and other conditions.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriter and its affiliates may have certain creditor and/or other rights against the District and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc., the Underwriter of the Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

INDEPENDENT AUDITORS

The financial statements as of June 30, 2025 and June 30, 2024, and for each of the two years in the period ended June 30, 2025, included in this Official Statement as Appendix B, have been audited by PricewaterhouseCoopers LLP, independent auditors, as stated in their report.

RATINGS

Moody’s has assigned a rating of “__” (_____ outlook) to the Bonds. No application was made to any other rating agency for the purpose of obtaining additional ratings on the Bonds. Such rating reflects only the views of such organization, and any explanation of the significance of such rating may only be obtained from the rating agency furnishing the same. The District may have furnished certain materials and information with respect to the Bonds and the District to the rating agency, including information not included in this Official Statement, about the Bonds and the District. Generally, a rating agency bases its rating on the information and materials furnished by the District and others, and on investigations, studies, and assumptions made by such rating agency. A rating may be changed, suspended, or withdrawn as a result of changes, in or unavailability of, information. There is no assurance that the rating mentioned above will remain in effect for any given period of time or that they will not be lowered or withdrawn entirely by the rating agency, if, in the rating agency’s judgment, circumstances so warrant. Those circumstances may include, among other things, changes in or unavailability of information relating to the Bonds and the District. The Underwriter has undertaken no responsibility either to bring to the attention of the Owners any proposed change in or withdrawal of any rating or to oppose any such proposed revision or withdrawal. The District has not undertaken any responsibility, other than as described in the Continuing Disclosure Agreements, either to bring to the attention of the Owners any proposed change in or withdrawal of any rating or to maintain any rating or oppose any such proposed change or withdrawal. Any such downward change in or withdrawal of any rating might have an adverse effect on the market price or marketability of the Bonds.

MISCELLANEOUS

The foregoing and subsequent summaries or descriptions of provisions of the Bonds and the Resolutions and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof. Reference is made to said documents for full and complete statements of the provisions of such documents. The appendices attached hereto are a part of this Official Statement. Copies, in reasonable quantity, of the Resolutions may be obtained during the offering period upon request to the Underwriter, and thereafter upon request to the District at 2000 Mowry Avenue, Fremont, California 94538-1716, Attention: Senior Vice President and Chief Financial Officer.

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This Official Statement has been authorized and issued by the District. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT

By: _____
Senior Vice President and Chief Financial Officer
Washington Township Health Care District

APPENDIX A

ECONOMIC AND DEMOGRAPHIC PROFILE OF ALAMEDA COUNTY

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEARS ENDED JUNE 30, 2025 AND 2024**

APPENDIX C
FORM OF CONTINUING DISCLOSURE AGREEMENTS

APPENDIX D
FORM OF BOND COUNSEL OPINIONS

[Closing Date]

Washington Township Health Care District
2000 Mowry Avenue
Fremont, California 94538-1716

*Re: \$_____ Washington Township Health Care District (Alameda County, California)
 2020 Election General Obligation Bonds, 2026 Series C*

Ladies and Gentlemen:

We have acted as Bond Counsel to the Washington Township Health Care District, Alameda County, State of California (the “District”), in connection with the issuance by the District of \$[_____] aggregate principal amount of the District’s 2020 Election General Obligation Bonds, 2026 Series C (the “Bonds”). The Bonds are issued pursuant to Section 53506 et seq. of the Government Code of the State of California and a resolution adopted by the Board of Directors of the District on September 9, 2026 (the “Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Resolution.

As Bond Counsel, we have examined copies, certified to us as being true and complete copies, of the proceedings of the District for the authorization and issuance of the Bonds. In connection thereto, we have also examined such certificates of public officials and officers of the District as we have considered necessary for the purposes of this opinion. We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted to us as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds have been duly authorized and issued and constitute legally valid and binding obligations of the District, enforceable in accordance with their terms and the terms of the Resolution.
2. The Bonds are payable solely from and are secured by a pledge of *ad valorem* taxes which may be levied without limitation as to rate or amount upon all taxable real property in the District, and which, under the laws now in force with respect to the Bonds, may be levied within the limit prescribed by law upon all taxable personal property in the District, and from other available funds as set forth in the Resolution.
3. The Resolution has been duly authorized by the District and constitutes the legally valid and binding obligation of the District, enforceable in accordance with its

terms. The Bonds, assuming due authentication by the Paying Agent, are entitled to the benefits of the Resolution.

4. The Internal Revenue Code of 1986 (the “Code”) sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the Tax and Nonarbitrage Certificate executed by the District in connection with the issuance of the Bonds (the “Tax Certificate”), the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the District has made certain representations and certifications in the Resolution and the Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds (including any original issue discount properly allocable thereto) is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.

5. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

The opinions set forth in paragraphs 1, 2 and 3 above (i) assume that the Paying Agent has duly authenticated the Bonds and (ii) are subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (b) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and (c) the limitations on legal remedies against government entities in the State of California.

Except as stated in paragraphs 4 through 5, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters.

Our opinions are limited to matters of California law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions. We call attention to the fact that the opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

[Closing Date]

Washington Township Health Care District
2000 Mowry Avenue
Fremont, California 94538-1716

Re: \$ _____ *Washington Township Health Care District 2026 General Obligation
Refunding Bonds*

Ladies and Gentlemen:

We have acted as Bond Counsel to the Washington Township Health Care District, Alameda County, State of California (the “District”), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District’s 2026 General Obligation Refunding Bonds (the “Bonds”). The Bonds are issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Sections 53550 and 53580, respectively), and a resolution adopted by the Board of Directors of the District on September 9, 2026 (the “Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Resolution.

As Bond Counsel, we have examined copies, certified to us as being true and complete copies, of the proceedings of the District for the authorization and issuance of the Bonds. In connection thereto, we have also examined such certificates of public officials and officers of the District as we have considered necessary for the purposes of this opinion. We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted to us as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds have been duly authorized and issued and constitute legally valid and binding obligations of the District, enforceable in accordance with their terms and the terms of the Resolution.
2. The Bonds are payable solely from and are secured by a pledge of *ad valorem* taxes which may be levied without limitation as to rate or amount upon all taxable real property in the District, and which, under the laws now in force with respect to the Bonds, may be levied within the limit prescribed by law upon all taxable personal property in the District, and from other available funds as set forth in the Resolution.
3. The Resolution has been duly authorized by the District and constitutes the legally valid and binding obligation of the District, enforceable in accordance with its terms. The Bonds, assuming due authentication by the Paying Agent, are entitled to the benefits of the Resolution.

4. The Internal Revenue Code of 1986 (the “Code”) sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the Tax and Nonarbitrage Certificate executed by the District in connection with the issuance of the Bonds (the “Tax Certificate”), the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the District has made certain representations and certifications in the Resolution and the Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds (including any original issue discount properly allocable thereto) is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the “adjusted financial statement income” of such corporations.

5. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

The opinions set forth in paragraphs 1, 2, and 3 above (i) assume that the Paying Agent has duly authenticated the Bonds and (ii) are subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (b) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and (c) the limitations on legal remedies against government entities in the State of California.

Except as stated in paragraphs 4 through 5, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters.

Our opinions are limited to matters of California law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions. We call attention to the fact that the opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

APPENDIX E

BOOK-ENTRY SYSTEM

The Depository Trust Company (“DTC”) will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their beneficial ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity of Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, redemption proceeds and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on a payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participants and not of DTC nor of its nominee, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, redemption proceeds and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this Appendix concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

The District and the Underwriter cannot and do not give any assurances that DTC will distribute to Participants or that Participants or others will distribute to the Beneficial Owners payments of principal of, premium, if any, and interest on the Bonds paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. Neither the District nor the Underwriter is responsible or liable for the failure of

DTC or any Direct Participant or Indirect Participant to make any payments or give any notice to a Beneficial Owner with respect to the Bonds or any error or delay relating thereto.

None of the District, the Underwriter or the Paying Agent will have any responsibility or obligation to Direct Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant, or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal of or premium, if any, or interest on the Bonds; (iii) any notice that is permitted or required to be given to Holders under the applicable Resolution; (iv) the selection by DTC, any Direct Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; (v) any consent given or other action taken by DTC as Owner of the Bonds; or (vi) any other procedures or obligations of DTC, Direct Participants or Indirect Participants under the book-entry system.

APPENDIX A

Economic and Demographic Profile of Alameda County

The following information about the County of Alameda (the “County”) is presented as general background information because the District is located in the southern part of the County. As discussed under “SECURITY FOR THE BONDS,” the Bonds are payable from ad valorem taxes and are not a debt of or payable by the County.

General

The County is located on the east side of the San Francisco Bay. The County encompasses approximately 821 square miles and extends from Albany and Berkeley in the north to Fremont in the south and from Alameda in the west to Livermore in the East. The County enjoys a diversified geography ranging from urban marinas to rolling open space and hillside lakes and streams.

One of the oldest counties in the State of California (the “State”), the County was created by the State Legislature in March 1853 from portions of the territory of two counties formed in 1850, Contra Costa and Santa Clara. It was given the locals’ name for the region, “Alameda,” which is a Spanish term that translates loosely to “a grove of poplars.” When it was formed, the County was primarily undeveloped agricultural area. The County is governed by five elected members of the Board of Supervisors and the County seat is Oakland.

The population in Alameda County exceeds 1.6 million, making it the seventh most populous county in California according to U.S. Census Bureau data. Population growth in the County has come from a natural net increase of births over deaths, migration from other areas of the United States and from overseas immigration. Population growth has occurred because workers and their families followed jobs to the County, where housing tends to be less expensive than the areas to the west of the County. As a result of past and current immigration, the County has become one of the most ethnically diverse regions in the San Francisco Bay Area (the “Bay Area”) and the nation. Immigration has added highly desired skills to the workforce, greatly boosted the entrepreneurial activity of the region and provided access to family and business networks throughout the world. It also has contributed depth and richness to the County’s cuisine, culture and the arts.

Population

There are 14 incorporated cities in the County and nine unincorporated communities. The County’s population increased 1.34% from January 1, 2017 to January 1, 2026.

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The following table illustrates the County's population growth relative to the population of the State and the United States for the years shown.

**POPULATION ESTIMATES
(In Thousands)**

Year	Alameda County⁽¹⁾	Percent Change⁽³⁾	State of California	Percent Change⁽³⁾	United States⁽²⁾	Percent Change⁽³⁾
2017	1,644	0.80	39,352	0.63	324,986	0.63
2018	1,652	0.49	39,520	0.43	326,688	0.52
2019	1,660	0.48	39,605	0.22	328,240	0.48
2020	1,682	1.33	39,538	0.17	331,516	1.00
2021	1,674	-0.48	39,380	-0.40	332,100	0.18
2022	1,652	-1.31	39,159	-0.56	333,996	0.57
2023	1,657	0.30	39,167	0.02	336,755	0.83
2024	1,661	0.24	39,447	0.71	340,004	0.96
2025	1,668	0.42	39,647	0.51	341,785	0.52
2026	1,666	-0.12	39,593	-0.14	342,807	0.30

(1) As of January 1 of the year shown for 2017-2026. Census Benchmark as of April 1 shown for 2020.

(2) As of July 1 of year shown for 2017-2025. Census Benchmark as of April 1 shown for 2020. Annual 2026 figure is not yet available. 2026 population estimate retrieved from U.S. Census Bureau, U.S. and World Population Clock August 28, 2026.

(3) Percent change were calculated manually based on rounded numbers.

Sources: County and State Data - California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2011-2020 with 2010 Benchmark and 2021-26, with 2020 Census Benchmark National Data – U.S. Census Bureau, Population Division.

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Employment

The table below sets forth information regarding the size of the labor force, as well as employment and unemployment rates for the County, the State and the United States for the years 2021 through 2025.

LABOR FORCE – EMPLOYMENT AND UNEMPLOYMENT ANNUAL AVERAGES⁽¹⁾ By Place of Residence

	2021	2022	2023	2024	2025
County of Alameda					
Labor Force	848,300	858,900	869,200	870,700	873,300
Employment	798,800	831,400	836,000	832,200	832,600
Unemployment Rate	5.8%	3.2%	3.8%	4.4%	4.7%
State of California					
Labor Force	19,013,800	19,267,400	19,514,600	19,692,800	19,823,800
Employment	17,619,300	18,441,400	18,593,600	18,650,700	18,738,500
Unemployment Rate	7.3%	4.3%	4.7%	5.3%	5.5%
United States					
Labor Force	161,204,000	164,287,000	167,116,000	168,106,000	170,807,000
Employment	152,581,000	158,291,000	161,037,000	161,346,000	163,493,000
Unemployment Rate	5.3%	3.6%	3.6%	4.0%	4.3%

⁽¹⁾ As of August 28, 2026.

Sources: County and State Data – California Employment Development Department, Local Area Unemployment Statistics.
National Data – U.S. Department of Labor, Bureau of Labor Statistics.

Across all industries, the County recorded a 4.7% unemployment rate in 2025, which was higher than the State unemployment rate of 4.4%.

The County possesses a diverse economic base featuring a wide range of manufacturing industries (consisting of transportation, equipment, computer, food processing, fabricated metal products, non-electrical machinery, and stone-clay-glass products). The County has one of the most diversified manufacturing sectors in Northern California. The Port of Oakland ranks among the top five in the nation in terms of annual container traffic and is a major economic engine in the Bay Area.

The County has become one of the leading research centers in the country with research activities at the University of California Berkeley, Lawrence Berkeley National Laboratory, Lawrence Livermore National Laboratory, and the many private biotechnology firms which have located near the University and the Labs.

As of June 30, 2025, the major private sector employers in the County included Western Digital Corporation, Tesla, Alta Bates Summit Medical Center, Cooper Vision Inc., Dell EMC and Kaiser Permanente Oakland Medical Group. (Source: County of Alameda Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025.)

The following table sets forth the annual average employment of individuals within the County, by employment sector, for the years 2021 through 2025.

ALAMEDA COUNTY
NON-AGRICULTURAL LABOR FORCE AND INDUSTRY EMPLOYMENT
ANNUAL AVERAGES⁽¹⁾
(In Thousands)

Employment Sector	2021	2022	2023	2024	2025
Mining, Logging and Construction	48,700	48,400	47,800	46,900	45,500
Manufacturing	91,800	98,300	97,200	90,800	86,200
Goods Producing	140,500	146,700	145,000	137,700	131,700
Trade, Transportation & Utilities	134,000	137,200	134,900	131,700	129,900
Wholesale and Retail Trade	97,500	97,300	96,700	95,300	94,100
Transportation, Warehousing and Utilities Services	36,500	39,800	38,200	36,400	35,800
Information	18,800	19,100	18,600	19,500	19,500
Financial Activities	27,100	27,100	27,100	23,900	22,600
Professional and Business Services	134,400	137,800	134,200	133,100	130,200
Educational and Health Services	125,100	128,500	135,800	141,200	147,700
Leisure and Hospitality	57,900	68,600	71,300	70,300	69,400
Other Services	23,800	25,800	26,000	26,200	27,000
Government	114,500	113,200	115,300	121,700	122,400
Service Producing	635,600	657,400	663,100	667,600	668,700
Total, All Non-Farm Industries	776,100	804,100	808,100	805,300	800,400

⁽¹⁾ As of August 28, 2026.

Note: Totals may not add due to rounding.

Source: California Employment Development Department.

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Commercial Activity

Commercial activity is an important contributor to the County's economy. The following table shows the County's taxable transactions for calendar years 2021 through 2025.

**ALAMEDA COUNTY
TAXABLE TRANSACTIONS BY TYPE OF BUSINESS
2021 THROUGH 2025⁽¹⁾
(\$ In Thousands)**

Type of Business	2021	2022	2023	2024	2025
Clothing and Clothing Accessories Stores	\$ 1,766,085	\$ 1,823,284	\$ 1,817,892	\$ 1,805,129	\$ 1,787,930
General Merchandise Stores	2,235,074	2,246,613	2,264,111	2,247,420	2,319,631
Food and Beverage Stores	1,317,684	1,308,008	1,337,128	1,336,832	1,350,001
Food Services and Drinking Places	3,300,955	3,845,823	4,089,617	4,227,712	4,322,317
Home Furnishings and Appliance Stores	1,589,116	1,487,838	1,287,466	1,294,775	1,395,472
Building Materials and Garden Equipment and Supplies Dealers	2,241,738	2,320,071	2,135,797	1,951,749	1,904,554
Motor Vehicle and Parts Dealers	4,657,827	4,696,029	4,497,062	4,631,853	5,336,420
Gasoline Stations	1,867,695	2,406,524	2,096,253	1,915,663	1,777,829
Other Retail Group	3,636,972	3,661,433	3,545,039	3,429,876	3,375,941
All Other Outlets	15,280,535	20,256,138	18,320,134	16,724,000	16,572,403
Total All Outlets⁽²⁾	\$37,893,681	\$44,051,761	\$41,390,500	\$39,565,010	\$40,142,498

⁽¹⁾ As of August 28, 2026.

⁽²⁾ Total may not add due to rounding.

Sources: Taxable Sales in California, California Department of Tax and Fee Administration, Taxable Sales - Counties by Type of Business (Taxable Table 3)

Building Activity

Provided below is information regarding issued building permits for the County of Alameda for calendar years 2021 through 2025.

**COUNTY OF ALAMEDA
Housing Unit Building Permits Issued**

	2021	2022	2023	2024	2025
Total Units	5,025	5,070	2,884	1,743	2,778
Units in Single Family	1,368	1,222	975	826	1,117
Units in All Multifamily	3,657	3,848	1,909	917	1,661
Units in 2-Unit Multifamily	54	56	42	28	40
Units in 3 & 4-Unit Multifamily	62	89	38	33	17
Units in 5+-Unit Multifamily	3,541	3,703	1,829	856	1,604

Source: U.S. Department of Housing and Urban Development, HUD User, Office of Policy Development and Research, SOCDS (State of the Cities Data Systems) Building Permits.

Income

The following table summarizes the median household income for the County, the State and the nation for years 2020 through 2024. Annual 2025 figures are not yet available.

MEDIAN HOUSEHOLD INCOME FOR YEARS 2020 THROUGH 2024

Year	County of Alameda	State of California	United States
2020	\$113,518	\$77,652	\$68,010
2021	108,971	81,575	70,784
2022	122,159	91,551	74,755
2023	119,931	95,521	77,719
2024	129,130	100,149	81,604

Source: U.S. Census Bureau

Set forth below is the distribution of income by certain income groupings per household for the County, the State and the nation for 2024. Annual 2025 figures are not yet available.

INCOME GROUPINGS 2024⁽¹⁾ (Percent of Households)

Income Per Household	County of Alameda	State of California	United States
\$24,999 and Under	11.8%	12.6%	14.4%
25,000 – 49,999	9.5	12.8	16.2
50,000 and Over	78.7	74.6	69.4

⁽¹⁾ Adjusted annually for inflation.

Source: U.S. Census Bureau – Economic Characteristics – American Community Survey.

Transportation

Surface and air transportation facilities serve County residents and businesses. Transbay bridges include the San Francisco-Oakland Bay Bridge, which extends Interstate 80 into San Francisco; the Richmond-San Rafael Bridge, leading into Marin County and northern areas; and the Hayward-San Mateo and Dumbarton Bridges connecting East Bay points with San Mateo and Palo Alto on the San Francisco Peninsula.

The Southern Pacific and Union Pacific Railroads, which have merged, operate rail terminal facilities in Oakland. The Burlington Northern and Santa Fe Railway serves the East Bay from its Richmond switching yards. Amtrak provides passenger service through its Oakland and Emeryville stations to Southern California, Sacramento, and other destinations.

Local motor coach transportation is provided by AC Transit, which serves East Bay cities and continues into San Francisco via the Bay Bridge. Bay Area Rapid Transit (“BART”), a high-speed rail transit system services the County, in addition to the counties of Contra Costa and San Francisco. Currently, BART stretches from San Francisco International Airport and Millbrae on the San Francisco Peninsula, through

Oakland, to Richmond in the north, Antioch in the northeast, Berryessa/North San Jose in the south, and Dublin/Pleasanton in the southeast.

The Oakland International Airport (the “Airport”) is located in the City of Oakland, about 6.5 miles southeast of downtown Oakland. Currently, the Airport has 29 boarding gates at two terminals, and services both international and domestic scheduled passenger airlines. The Airport also functions as a significant air cargo facility and supports domestic and international freight movements.

Education

Eighteen independent school districts provide educational programs for the elementary and secondary public school children in the County.

Community colleges in California are locally operated and administered two-year institutions of higher education. They offer Associates in Arts and Associates in Science degrees and have extensive vocational curricula. There are three community college districts in the County with students currently at seven campuses.

Among the institutions of higher education offering bachelors and graduate programs in the County are the University of California at Berkeley, California State University East Bay in Hayward, Graduate Theological Union in Berkeley, Holy Names University in Oakland, and Mills College in Oakland.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)

\$[_____] **2020 Election General Obligation Bonds,**
2026 Series C

\$[_____] **2026 General Obligation Refunding Bonds**

BOND PURCHASE CONTRACT

September __, 2026

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 11:59 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 Resolutions or the Official Statement (each as defined below), as applicable.

1. Purchase and Sale. 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 (Alameda County, California), 2020 Election General Obligation Bonds, 2026 Series C (the “2026C Bonds”), at the purchase price of \$_____, representing the aggregate principal amount of the Bonds less an Underwriter’s discount of \$_____, [plus/less] [net] original issue [premium/discount] of \$_____, and \$_____ aggregate principal amount of Washington Township Health Care District (Alameda County, California) 2026 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the 2026C Bonds, the “Bonds”), at the purchase price of \$_____, representing the aggregate principal amount of the Refunding Bonds less an Underwriter’s discount of \$_____, [plus/less] [net] original issue [premium/discount] of \$_____.

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 described herein 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 2026C Bonds have been authorized pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and shall be issued pursuant to Resolution No. ____, adopted by the Issuer on September 9, 2026 (the "New Money Resolution"). The Refunding Bonds have been authorized pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State of California Government Code (together with Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, the "Acts") and shall be issued pursuant to Resolution No. ____, adopted by the Issuer on September 9, 2026 (the "Refunding Resolution") and, together with the New Money Resolution, the "Resolutions"). The Bonds shall be dated their date of delivery.

The Bonds represent general obligations of the Issuer payable from *ad valorem* property taxes. The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The authorized denominations, record dates, interest payment dates, principal payment dates, and other details and particulars of the Bonds shall be as described in the Resolutions and the Official Statement of the Issuer (as defined below).

[Payment of the principal of and interest on the [2026C/Refunding Bonds] maturing on _____ 1, 20__, 20__, 20__, 20__ and 20__ (bearing interest at ____%) (the "Insured Bonds"), when due, will be insured by an insurance policy (the "Bond Insurance Policy") to be issued simultaneously with the issuance of the Bonds by _____ (the "Bond Insurer"). Payment of the principal of and interest on Bonds other than the Insured Bonds (the "Uninsured Bonds") will not be guaranteed under the Bond Insurance Policy.]

The proceeds from the sale of the Bonds will be applied pursuant to certain provisions of the Resolutions, as applicable, and the Paying Agent Agreements, each dated as of [October] 1, 2026 (together, the "Paying Agent Agreements"), by and between the District and U.S. Bank Trust Company, National Association, as Paying Agent (the "Paying Agent").

The proceeds of the sale of the 2026C Bonds will be used to (i) finance a portion of the projects authorized and approved by voters of the County of Alameda, State of California, in an election held on November 3, 2020 (the "2020 Election"), as specified in Measure XX approved

by the voters in the 2020 Election, which projects include the acquisition and construction of facilities to be used by the Issuer for its public health purposes to complete the construction necessary to make Washington Hospital (the “Hospital”) earthquake safe and ensure the Hospital remains open and accessible to provide the life-saving care during a major disaster, to provide modern operating rooms, intensive care for infants and modern patient facilities, as approved by the 2020 Election and (ii) pay the costs of issuance associated with the 2026C Bonds[, including the premium for the Bond Insurance Policy]. The proceeds of the sale of the Refunding Bonds will be used to (i) refund [all or a portion] of the Issuer’s (a) 2004 Election General Obligation Bonds, 2013 Series B, (b) 2012 Election General Obligation Bonds, 2013 Series A, and (c) 2012 Election General Obligation Bonds, 2015 Series B (collectively, the “Refunded Bonds”), and (ii) pay the costs of issuance associated with the Refunding Bonds.

On the Closing Date (as defined herein), the Issuer will make a deposit to an irrevocable escrow fund designated as the “Washington Township Health Care District 2026 Escrow Fund” held by U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”), pursuant to an Escrow Agreement, dated as of [October] 1, 2026 (the “Escrow Agreement”), between the Escrow Agent and the Issuer, relating to Refunded Bonds.

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, 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 September 10, 2026, which, together with the cover page and appendices and any supplement thereto, is herein referred to collectively 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 electronically over the internet and in printed paper form. The Issuer has deemed the Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the “SEC”) 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.

(c) 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. The Chief Executive Officer, the Senior Vice President and Chief Financial Officer, or a designee of either of them (each, 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 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 Resolutions 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, 2025 and 2024 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 December 15, 2025, in the Preliminary Official Statement and the Official Statement, respectively.

(d) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to separate Continuing Disclosure Agreements for the 2026C Bonds and the Refunding Bonds, respectively, each dated the Closing Date (the "Continuing Disclosure Agreements"), each 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 Agreements is set forth in, and a form of such agreements is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

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 (as defined below):

(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 defined below), will have full legal right, power and authority under laws of the State of California and the Resolutions (1) to enter into, execute and deliver this Bond Purchase Contract and the Continuing Disclosure Agreements, (2) to approve and execute the Official Statement, (3) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolutions 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 Resolutions and the Official Statement;

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

(c) The Issuer has duly and validly adopted the Resolutions, has duly authorized and approved the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreements 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 actions as may be necessary to carry out, give effect to and consummate the transactions described in each of said documents;

(d) Each official of the Issuer executing this Bond Purchase Contract, the Official Statement and the Continuing Disclosure Agreements is authorized to execute the same on behalf of the Issuer;

(e) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, this Bond Purchase Contract, the Paying Agent Agreements, the Escrow Agreement, the Official Statement and the Continuing Disclosure Agreements. The Issuer's obligations contained in this Bond Purchase Contract, the Paying Agent Agreements, the Continuing Disclosure Agreements, the Escrow Agreement and the Resolutions 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 Resolutions, as applicable, and this Bond Purchase Contract, will constitute legal, valid and binding general obligations of the Issuer entitled to the benefits of the Resolutions, as applicable, 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 Resolutions will provide, for the benefit of the owners and holders, from time to time, of the Bonds, the legally valid and binding pledges each 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 under 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 Resolutions, the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreements, the Escrow Agreement, the Paying Agent Agreements, the Resolutions and the Official Statement, and the consummation of the transaction herein and therein 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 adoption, 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 Resolutions;

(h) The Bonds and the Resolutions conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when delivered in accordance with the applicable Resolution 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 applicable Resolution;

(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 Resolutions, the Escrow Agreement, the Paying Agent Agreements and the Official Statement and the consummation of any transaction herein or therein 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 the taxes pledged thereto; (3) contesting or affecting the validity or enforceability of the Bonds, the Resolutions, this Bond Purchase Contract, the Escrow Agreement, the Paying Agent Agreements, the Continuing Disclosure Agreements 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; (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 Resolutions, this Bond Purchase Contract, the Escrow Agreement, the Paying Agent Agreements, the Continuing Disclosure Agreements 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 adversely 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,” [information about the Insurance Policy and the Bond Insurer] and the information contained in APPENDIX D – “FORM OF BOND COUNSEL OPINIONS” and APPENDIX E – “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,” [information about the Insurance Policy and the Bond Insurer,] and the information contained in APPENDIX D – “FORM OF BOND COUNSEL OPINIONS” and APPENDIX E – “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 and for the years ended June 30, 2025, and 2024, which appear in Appendix B to the Preliminary Official Statement and the Official Statement, 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, 2025, 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 and accredited by The Joint Commission and by all local, state and

federal agencies whose license and accreditation are necessary for the full utilization and operation of such health care facilities;

(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) If the Preliminary 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 up to and including the date hereof, the Preliminary 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;

(s) If the 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 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 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 Resolutions and, with respect to the 2026C Bonds, as provided in the proposition approved by the voters in the 2020 Election, or as otherwise permitted under State law, 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, all as subject to the requirements set forth in the Tax Certificate (defined herein);

(u) 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 and the Resolutions;

(v) 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;

(w) 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 taxes which will secure the Bonds, without the prior written consent of the Underwriter;

(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; and

(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.

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 [October __], 2026, 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, 32nd 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 Paying Agent or the Escrow Agent, as applicable, 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 Paying Agent 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 Resolutions, this Bond Purchase Contract, the Escrow Agreement, the Paying Agent Agreements, and the Continuing Disclosure Agreements 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 Resolutions, this Bond Purchase Contract, the Continuing Disclosure Agreements, the Escrow Agreement, the Paying Agent Agreements 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 Resolutions, this Bond Purchase Contract, the Continuing Disclosure Agreements, the Escrow Agreement, the Paying Agent Agreements 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.

(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 Acts, the Resolutions, this Bond Purchase Contract, the Bonds, the Continuing Disclosure Agreements, the Escrow Agreement, the Paying Agent Agreements or the collection of the *ad valorem* property taxes pledged to payment of the Bonds, 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 opinions of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the forms attached as Appendix D to the Official Statement, and reliance letters with respect thereto addressed to the Underwriter;

(2) The supplemental opinions of Bond Counsel relating to the Bonds, addressed to the Underwriter, dated the Closing Date, in substantially the forms attached hereto as Exhibit B-1 and Exhibit B-2;

(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 Resolutions are exempt from qualification under the Trust Indenture Act of 1939 (the “Trust Indenture Act”), as amended; (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, [the Bond Insurer] and the information contained in Appendices A, B, D, E [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 Agreements, the continuing disclosure undertakings contained in the Continuing Disclosure Agreements satisfy 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 officer of the Issuer acceptable to the Underwriter (the “Issuer Authorized Representative”), 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 validity, due authorization and execution of the Bonds, the Resolutions, the Continuing Disclosure Agreements, the Official Statement, the Escrow Agreement, the Paying Agent Agreements 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 functioning and directing the County, on behalf of the Issuer, to collect taxes pledged and other money to be applied to make payments on the Bonds pursuant to the Resolutions; (iii) the Resolutions 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 relative to the sources of taxes pledged as security for the Bonds 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 Bond Purchase Contract, the Escrow Agreement, the Paying Agent Agreements and the Continuing Disclosure Agreements;

(7) A Tax and Nonarbitrage Certificate of the Issuer, dated the Closing Date (the “Tax Certificate”), 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 Resolutions;

(9) Evidence satisfactory to the Underwriter that [the insured rating of “[]” has been assigned to the Insured Bonds by Moody’s Investors Service (“Moody’s”), and evidence that the ratings with respect to the Uninsured Bonds and the underlying rating with respect to the Insured Bonds of “[]” (stable outlook) by Moody’s have been assigned to the Bonds] [to be confirmed];

(10) The letters of PricewaterhouseCoopers LLP addressed and provided to the Issuer, agreeing to the use of its report dated December 15, 2025, with respect to the audited financial statements as of and for the years ended June 30, 2025 and 2024, in the Preliminary Official Statement and in the Official Statement, respectively;

(11) A certificate of an authorized officer of the Paying Agent, dated the Closing Date, in substantially the form attached hereto as Exhibit D;

(12) Two copies of the Official Statement executed on behalf of the Issuer by a District Authorized Representative;

(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;

(16) Evidence in form and substance satisfactory to the Underwriter of the provision for the payment and redemption of the Refunded Bonds;

(17) A certificate or certificates, dated the Closing Date, in form and substance acceptable to the Underwriter, of an authorized officer of the Escrow Agent to the effect that:

(i) the Escrow Agent is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) the Escrow Agent has full corporate trust powers and authority to perform its obligations and duties under the Escrow Agreement, and the Escrow Agreement has been executed by a duly authorized officer of the Escrow Agent; and

(iii) the Escrow Agent's action in serving as the escrow agent or trustee under the Escrow Agreement is in full compliance with, and does not conflict with, any law or governmental regulation currently in effect, and does not conflict with or violate any contract to which the Escrow Agent is a party or any administrative or judicial decision by which the Escrow Agent is bound;

(18) An opinion of Bond Counsel, dated the Closing Date, in form and substance satisfactory to the Underwriter, to the effect that the Refunded Bonds are no longer “outstanding” including therein an opinion that the Escrow Agreement has been duly, authorized, executed and delivered by the Issuer and assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the Issuer;

(19) A verification report of Causey Public Finance, LLC, dated the Closing Date, relating to the Prior Bonds which are to be refunded with proceeds from the Bonds, addressed to the Issuer, Bond Counsel, the Escrow Agent and the Underwriter, in form and substance satisfactory to the Underwriter and Bond Counsel;

(20) [The Bond Insurance Policy, executed and issued by the Bond Insurer;]

(21) [An opinion, dated the Closing Date, addressed to the Underwriter and the District, of counsel to the Bond Insurer in form and substance satisfactory to the Underwriter;]

(22) [A certificate of the Bond Insurer to the effect that the descriptions of the Bond Insurer and the Bond Insurance Policy included in the Official Statement under the caption “BOND INSURANCE FOR INSURED BONDS” and in APPENDIX F – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY” are accurate; and]

(23) Such additional legal opinions, certificates, proceedings, instruments and other documents 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 Resolutions 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 as otherwise set forth in Schedule I attached hereto,] 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). At or promptly after the execution of this Bond Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.]

(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, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price 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 that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that: (i) any selling group agreement and any 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 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 allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, 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 an 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; and (ii) any selling group 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 that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, 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 to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a 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 to the Bonds, as set forth in the 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 third-party distribution agreement, to comply with its corresponding 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 to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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 an underwriter or a related party,

(ii) “underwriter” means (A) 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 (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 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 an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) 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), (B) 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 (C) 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 Resolutions are not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Acts, the Resolutions, the Bonds, the Continuing Disclosure Agreements or the collection of *ad valorem* property taxes 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 Resolutions, this Bond Purchase Contract, the Continuing Disclosure Agreements, the Escrow Agreement, the

Paying Agent Agreements or the existence or powers of the Issuer with respect to its obligations under the Bonds, this Bond Purchase Contract, the Escrow Agreement, the Paying Agent Agreements or the Continuing Disclosure Agreements; or

(viii) A reduction or withdrawal in the following assigned rating, or, as of the Closing Date, [the failure by Moody's to assign the rating of "[]" to the Insured Bonds, and the failure of Moody's to assign the rating of "[]" with respect to the Uninsured Bonds and the underlying rating of "[]" to the Insured 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 Paying Agent and Escrow Agent and their counsel and fees and expenses of 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, the Resolutions, this Bond Purchase Contract, the Preliminary Official Statement, the Official Statement, the Escrow Agreement, the Paying Agent Agreements and the Continuing Disclosure Agreements, and the information contained herein and therein.

13. Qualification of Securities. 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 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 to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. 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: Ajay Sial, 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.

15. 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.

16. 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.

17. 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.

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

19. 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:

_____, 2026

WASHINGTON TOWNSHIP HEALTH
CARE DISTRICT

By: _____
District Authorized Officer

SCHEDULE I

\$[_____] |
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2020 Election General Obligation Bonds,
2026 Series C

Maturity Dates, Principal Amounts, Interest Rates, Yields, Prices
and Redemption

The 2026C Bonds shall mature in the amounts and in the years, shall bear interest at the respective rates per annum and be offered to the public at the yields specified below:

\$ ____% Term Bonds due August 1, 20__; Yield ____%; Price ____%

- (A) Represents a Maturity which satisfies the 10% test.
(B) Represents a Maturity subject to the hold-the-offering-price rule.
(C) Priced to optional redemption date of August 1, 20__.

Optional Redemption. The 2026C Bonds maturing on or after August 1, 20[__] are subject to redemption prior to their stated maturities, at the option of the Issuer, as a whole or in part on any date, on or after August 1, 20__, from any source of available funds, at a redemption price equal to the principal amount of 2026C Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption. The 2026C Bonds maturing on August 1, 20__ are subject to redemption prior to their stated maturity from mandatory sinking fund payments on August 1 of each year, beginning August 1, 20__ at a redemption price equal to the respective principal amounts thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts of such 2026C Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

2026C Bond due August 1, 20__

Redemption Date (August 1)	Mandatory Sinking Fund Payment
_____	_____
	\$

†

† Maturity.

\$[_____]]
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2026 General Obligation Refunding Bonds

Maturity Dates, Principal Amounts, Interest Rates, Yields, Prices
and Redemption

The Refunding Bonds shall mature in the amounts and in the years, shall bear interest at the respective rates per annum and be offered to the public at the yields specified in the following table:

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

-
- (A) Represents a Maturity which satisfies the 10% test.
(B) Represents a Maturity subject to the hold-the-offering-price rule.
(C) Priced to optional redemption date of August 1, 20__.

Optional Redemption. The Refunding Bonds maturing on or after August 1, 20[___] are subject to redemption prior to their stated maturities, at the option of the Issuer, as a whole or in part on any date, on or after August 1, 20__, from any source of available funds, at a redemption price equal to the principal amount of Refunding Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

EXHIBIT A
BOND PURCHASE CONTRACT

\$[_____] **WASHINGTON TOWNSHIP HEALTH CARE DISTRICT**
(Alameda County, California)

\$[_____] **2020 Election General Obligation Bonds, 2026 Series C** \$[_____] **2026 General Obligation Refunding Bonds**

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 1¹ – 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 2² – 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 1³ – 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 2⁴ – 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

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).

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.]

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 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. BofA Securities has not offered or sold 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 for such Maturity.] [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 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. BofA Securities has not offered or sold 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 for such Maturity.]

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 (September __, 2026), 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.

g) *Related Party* means an entity that shares with another entity (1) 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), (2) 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 (3) 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).

h) *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 September __, 2026.

h) *Underwriter* means (1) 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 (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) 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 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 Nonarbitrage 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.

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BofA SECURITIES, INC.

By: _____
Authorized Representative

Dated: [October __], 2026

SCHEDULE A

**SALE PRICES OF THE [BONDS/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-1
BOND PURCHASE CONTRACT

Proposed Form of Supplemental Opinion of Bond Counsel
relating to the 2026C Bonds

October __, 2026

BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Washington Township Health Care District
2000 Mowry Avenue
Fremont, California 94538-1716

Re: \$ _____ Washington Township Health Care District (Alameda County,
California) 2020 Election General Obligation Bonds, 2026 Series C

Ladies and Gentlemen:

This letter is addressed to you pursuant to Section 7(a)(vii)(2) of the Bond Purchase Contract, dated September __, 2026 (the “Bond Purchase Contract”), 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 in accordance with Resolution No. ____, adopted by the Board of Directors of the District on September 9, 2026 (the “District Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the District Resolution or, if not defined in the District Resolution, in the Bond Purchase Contract.

In connection with our role as Bond Counsel, we have reviewed the Bond Purchase Contract; the District Resolution; the Tax and Nonarbitrage Certificate; the opinion of counsel to the District; certificates of the District, the Paying Agent 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. In rendering all such opinions and making any such statements, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii)

expect as set forth in opinion number 3 hereof, the due and legal authorization, execution and delivery of those documents by and the valid, binding and enforceable nature of those documents upon the parties thereto, and (iii) the correctness of the legal conclusions contained in all legal opinion letters of other counsel delivered in connection with this matter.

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

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The statements contained in the Preliminary Official Statement and the Official Statement under the captions “THE BONDS,” “SECURITY FOR THE BONDS,” “TAX MATTERS,” and APPENDIX D – “FORM OF BOND COUNSEL OPINIONS,” except, with respect to the Preliminary Official Statement, for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12, including but not limited to information as to pricing, yields, interest rates, maturities, amortization, redemption provisions, ratings, debt service requirements, underwriter’s discount and CUSIP numbers, and with respect to both the Preliminary Official Statement and the Official Statement, 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 District 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.

3. The Bond Purchase Contract has been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the Underwriter, 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 Bond Purchase Contract.

In addition, the purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or the Official Statement, and we are not passing upon and do not assume any responsibility for the accuracy (except as explicitly stated in paragraph 2 above), completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. Many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve matters of a non-legal nature. As to questions of fact material to our opinion, we have relied on representations contained in the proceedings for the issuance of the Bonds and other representations and certifications of officials of the District and others furnished to us, without undertaking to verify the same by investigation.

However, on the basis of our conference and discussions with representatives of the District, special counsel to the District, the District's auditors, representatives of the Underwriter, counsel to the Underwriter, and others, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed, and on the basis of our examination of the records, documents, certificates, opinions, and matters referred to above, subject to the limitations on our role as Bond Counsel, we advise you that no facts came to the attention of the attorneys in our firm rendering legal services in connection with such issuance which caused us to believe that (a) the Preliminary Official Statement, as of its date and as of the date of the sale of the Bonds (excluding therefrom the financial, accounting, statistical or economic, engineering and demographic information, forecasts, graphs, numbers, charts, tables, estimates, maps, projections, assumptions or expressions of opinion, any information relating to ratings, rating agencies, relationship among the parties, any management discussion and analysis, CUSIP numbers, information concerning The Depository Trust Company, Cede & Co., and the operation of the book-entry system, statements relating to the bond insurer and its insurance policies, and Appendices A, B, C and E to the Preliminary Official Statement as to which, with your permission, we express no view), contained 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, except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12, including but not limited to information as to pricing, yields, interest rates, maturities, amortization, redemption provisions, ratings, debt service requirements, underwriter's discount and CUSIP numbers, and (b) the Official Statement, as of its date and as of the date hereof (excluding therefrom the financial, accounting, statistical or economic, engineering and demographic information, forecasts, graphs, numbers, charts, tables, estimates, maps, projections, feasibility, assumptions or expressions of opinion, any information relating to ratings, rating agencies, relationship among the parties, any management discussion and analysis, CUSIP numbers, information concerning The Depository Trust Company, Cede & Co., and the operation of the book-entry system, statements relating to the bond insurer and its insurance policies, and Appendices A, B, C and E to the Official Statement as to which, with your permission, we express no view) 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 therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us as Bond Counsel, and is rendered pursuant to the Purchase Contract solely to and for the benefit of the persons to whom it is addressed in connection with the matter described above; accordingly, it may not be used, circulated, quoted or otherwise referred or delivered to or relied upon by any other person (including, without limitation, any person who acquires the Bonds from the persons to whom this letter is addressed) or used for any other purpose other than the issuing of the Bonds or inclusion in the transcript of proceedings relating to the Bonds. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement with respect to this matter does not extend beyond the date hereof, and we disclaim any obligation to update this letter.

Respectfully submitted,

EXHIBIT B-2
BOND PURCHASE CONTRACT

Proposed Form of Supplemental Opinion of Bond Counsel
relating to the Refunding Bonds

October __, 2026

BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Washington Township Health Care District
2000 Mowry Avenue
Fremont, California 94538-1716

Re: \$_____ Washington Township Health Care District (Alameda County,
California) 2026 General Obligation Refunding Bonds

Ladies and Gentlemen:

This letter is addressed to you pursuant to Section 7(a)(vii)(2) of the Bond Purchase Contract, dated September __, 2026 (the “Bond Purchase Contract”), 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 in accordance with Resolution No. _____, adopted by the Board of Directors of the District on September 9, 2026 (the “District Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the District Resolution or, if not defined in the District Resolution, in the Bond Purchase Contract.

In connection with our role as Bond Counsel, we have reviewed the Bond Purchase Contract; the District Resolution; the Tax and Nonarbitrage Certificate; the opinion of counsel to the District; certificates of the District, the Paying Agent 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. In rendering all such opinions and making any such statements, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters

represented, warranted or certified in the proceedings and documents we have examined, (ii) expect as set forth in opinion number 3 hereof, the due and legal authorization, execution and delivery of those documents by and the valid, binding and enforceable nature of those documents upon the parties thereto, and (iii) the correctness of the legal conclusions contained in all legal opinion letters of other counsel delivered in connection with this matter.

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

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The statements contained in the Preliminary Official Statement and the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," and APPENDIX D – "FORM OF BOND COUNSEL OPINIONS," 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 District 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.

3. The Bond Purchase Contract has been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the Underwriter, 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 Bond Purchase Contract.

In addition, the purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or the Official Statement, and we are not passing upon and do not assume any responsibility for the accuracy (except as explicitly stated in paragraph 2 above), completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. Many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve matters of a non-legal nature. As to questions of fact material to our opinion, we have relied on representations contained in the proceedings for the issuance of the Bonds and other representations and certifications of officials of the District and others furnished to us, without undertaking to verify the same by investigation.

However, on the basis of our conference and discussions with representatives of the District, special counsel to the District, the District's auditors, representatives of the Underwriter, counsel to the Underwriter, and others, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed, and on the basis of our

examination of the records, documents, certificates, opinions, and matters referred to above, subject to the limitations on our role as Bond Counsel, we advise you that no facts came to the attention of the attorneys in our firm rendering legal services in connection with such issuance which caused us to believe that (a) the Preliminary Official Statement, as of its date and as of the date of the sale of the Bonds (excluding therefrom the financial, accounting, statistical or economic, engineering and demographic information, forecasts, graphs, numbers, charts, tables, estimates, maps, projections, assumptions or expressions of opinion, any information relating to ratings, rating agencies, relationship among the parties, any management discussion and analysis, CUSIP numbers, information concerning The Depository Trust Company, Cede & Co., and the operation of the book-entry system, statements relating to the bond insurer and its insurance policies, and Appendices A, B, C and E to the Preliminary Official Statement as to which, with your permission, we express no view), contained 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, except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12, including but not limited to information as to pricing, yields, interest rates, maturities, amortization, redemption provisions, ratings, debt service requirements, underwriter's discount and CUSIP numbers, and (b) the Official Statement, as of its date and as of the date hereof (excluding therefrom the financial, accounting, statistical or economic, engineering and demographic information, forecasts, graphs, numbers, charts, tables, estimates, maps, projections, feasibility, assumptions or expressions of opinion, any information relating to ratings, rating agencies, relationship among the parties, any management discussion and analysis, CUSIP numbers, information concerning The Depository Trust Company, Cede & Co., and the operation of the book-entry system, statements relating to the bond insurer and its insurance policies, and Appendices A, B, C and E to the Official Statement as to which, with your permission, we express no view) 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 therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us as Bond Counsel, and is rendered pursuant to the Purchase Contract solely to and for the benefit of the persons to whom it is addressed in connection with the matter described above; accordingly, it may not be used, circulated, quoted or otherwise referred or delivered to or relied upon by any other person (including, without limitation, any person who acquires the Bonds from the persons to whom this letter is addressed) or used for any other purpose other than the issuing of the Bonds or inclusion in the transcript of proceedings relating to the Bonds. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement with respect to this matter does not extend beyond the date hereof, and we disclaim any obligation to update this letter.

Respectfully submitted,

EXHIBIT C
BOND PURCHASE CONTRACT

Proposed Form of Opinion of District Counsel

[October __], 2026

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 (Alameda County, California) 2020 Election General Obligation Bonds, 2026 Series C and \$_____ Washington Township Health Care District (Alameda County, California) 2026 General Obligation Refunding Bonds

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 (i) Washington Township Health Care District (Alameda County, California), 2020 Election General Obligation Bonds, 2026 Series C (the “2026C Bonds”) and (ii) Washington Township Health Care District (Alameda County, California) 2026 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the 2026C Bonds, the “Bonds”).

My opinion is delivered pursuant to Section 7(a)(vii)(4) of the Bond Purchase Contract for the Bonds, dated September __, 2026 (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 (i) Resolution No. ____, adopted by the Board of Directors of the District on September 9, 2026 (the “New Money Resolution”) relating to the 2026C Bonds, (ii) Resolution No. ____, adopted by the Board of Directors of the District on September 9, 2026 (the “Refunding Resolution” and, together with the New Money Resolution, the “Resolutions”) relating to the Refunding Bonds, or (iii) the Bond Purchase Contract, as applicable.

The 2026C Bonds were authorized at an election of the District held on November 3, 2020, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “New Money Authorization”), and are being issued on the date hereof (the “Closing Date”) in accordance with the New Money Resolution. The Refunding Bonds are authorized, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Sections 53550 and 53580, respectively) (the “Refunding Authorization” and, together with the New Money Authorizations, the “Authorizations”), and are being issued on the Closing Date in accordance with the Refunding Resolution. The Bonds are payable from *ad valorem* property taxes levied and collected by the County of Alameda.

The District will undertake, pursuant to separate Continuing Disclosure Agreements (the “Continuing Disclosure Agreements”), each dated [October __], 2026, and each 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 applicable series of Bonds.

An Official Statement dated September __, 2026 (the “Official Statement”), has been prepared to furnish information concerning the offering of the Bonds.

The District has executed a Tax and Nonarbitrage Certificate dated [October __], 2026 (the “Tax Certificate”).

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 _____, 2026 (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) Registry of Public Agencies Filing dated _____, 2026, certified by the Secretary of State on _____, 2026, (C) the current bylaws of the District, (D) (I) Resolution No. 1213 (Resolution Ordering An Election to Authorize the Issuance of General Obligation Bonds in an Amount not to Exceed \$425,000,000, Setting forth the Specifications thereof and Requesting Consolidation with Other Elections Occurring on November 3, 2020, and Authorizing Certain Actions and Accountability Measures with Respect thereto) adopted at a meeting of the Board of Directors of the District held on July 20, 2020, (II) Certified Final Results (Cumulative Totals) of all votes cast in Alameda County and in Washington Township Health Care District at the General District Election held on Tuesday, November 3, 2020, certified on December 1, 2020, by the Registrar of Voters for the County of Alameda, State of California, and (III) Sample Ballot of the County of Alameda, State of California for the General Election held on Tuesday, November 3, 2020 (the “2020 Election Documents”), and (E) the Resolutions), (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 Resolutions, the Bond Purchase Contract, the Escrow Agreement, the Continuing Disclosure Agreements and the Paying Agent Agreement relating to each series of Bonds (collectively, the “District Documents”), (ii) my review of documents made available by the District in response to the Due Diligence List, and (iii) information and certifications contained in a certificate of the Chief Executive Officer of the District dated _____, 2026 (the “Officer’s Certificate”), all without further investigation; provided that for purposes of the opinions expressed in (A) subparagraphs (a) through (d) of paragraph 5, “to my knowledge” means my actual knowledge based solely on a litigation search, without further investigation, of the docket of (1) the federal court for the Northern District of California and (2) the Alameda County Superior Court, in each case, performed by CLAS Worldwide Information Services as of _____, 2026 (the “Litigation Search”), and (B) subparagraph (b) of paragraph 8, “to my knowledge” means my actual knowledge based solely on the Litigation Search and the Officer’s Certificate, each without further investigation.

My opinion in (i) paragraph 1 is based solely upon my review of the 1948 Resolution, and (ii) paragraph 4 is based solely upon my review of the 2020 Election Documents.

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 solely in reliance thereon, and subject to the qualifications set forth below, as of the date hereof, it is my opinion that:

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

2. The District has full right, power and authority, as a local healthcare district, to execute and deliver, and perform its obligations under, the District Documents and as described in the Official Statement.

3. The Resolutions were duly adopted at a meeting of the District's Board of Directors, with all notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been modified, amended or rescinded.

4. The New Money Authorization was duly approved at an election duly called and held in compliance with applicable laws of the State of California.

5. (a) Except as otherwise disclosed in the Official Statement, to my knowledge, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the District, challenging the creation, organization or existence of the District or the right or title of any officer of the District to hold his or her respective office or exercise or perform the powers and duties pertaining thereto.

(b) Except as otherwise disclosed in the Official Statement, to my knowledge, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the District, challenging the validity of the District Documents or the Authorizations, or seeking to restrain or enjoin the issuance, sale or repayment of the Bonds, or in any way affecting the validity of the District Documents or the Authorizations, or contesting the authority of the District to enter into or perform its obligations under any of the District Documents.

(c) Except as otherwise disclosed in the Official Statement, to my knowledge, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the District, under which a determination adverse to the District would have a material adverse effect upon the financial condition, or operations or the revenues of the District.

(d) Except as otherwise disclosed in the Official Statement, to my knowledge, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the District, which, in any manner, questions the right of the District to cause *ad valorem* property taxes to be applied to the repayment of the Bonds or affects in any manner the right or ability of the District to collect or pledge such *ad valorem* property taxes to the payment of the principal of and interest on the Bonds.

6. The District Documents have each been duly authorized, executed and delivered by the District.

7. The District Documents constitute the legal, valid and binding obligations of the District enforceable against the District in accordance with their respective terms except, in each 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 any indemnification provisions may be (i) held to be against public policy, or (ii) limited by applicable law.

8. The authorization, execution and delivery by the District of, and the performance by the District of its obligations under, the District Documents do not constitute a violation or breach of or default under (a) any California or federal law known to me to be applicable to the District and typically applicable to transactions of the type described in the District Documents, (b) any applicable court order or decree known to me, or (c) to my knowledge, any contract, instrument or agreement to which the District is a party or by which it is bound, which violation, breach or default might have consequences that would materially and adversely affect consummation by the District of the transactions described in the District Documents.

9. Based upon the information made available to me in the course of my review of the Official Statement, in preliminary form (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 or in 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 as of the date of sale of the Bonds, or the Official Statement, as of the date thereof and as of the date hereof (except, in each case, for the financial statements or financial information (including pro forma information), demographic, statistical, economic or engineering data or forecasts, numbers, charts, tables, graphs, projections, assumptions or expressions of opinions, the information concerning The Depository Trust Company its nominee the book-entry system, or the Paying Agent, and Appendices A, B, D, and E, 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.

I express no opinion with respect to the laws of any state or jurisdiction other than California, except that I express my opinion with respect to federal law with respect to (i) subparagraph (a) of paragraph 8 and (ii) paragraph 9. 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 9.

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 healthcare 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 Resolutions, 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

EXHIBIT D TO
BOND PURCHASE CONTRACT

CERTIFICATE OF PAYING AGENT

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 paying agent in connection with the (i) \$[_____] aggregate principal amount of Washington Township Health Care District (Alameda County, California), 2020 Election General Obligation Bonds, 2026 Series C (the “2026C Bonds”), which are issued in accordance with Resolution No. ____ (the “New Money Resolution”) of the Board of Directors of the Washington Township Health Care District (the “District”), adopted on September 9, 2026, and (ii) \$[_____] aggregate principal amount of Washington Township Health Care District (Alameda County, California), 2026 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the 2026C Bonds, the “Bonds”), which are issued in accordance with Resolution No. ____ (the “Refunding Resolution” and, together with the New Money Resolution, the “Resolutions”) of the Board of Directors of the District”), adopted on September 9, 2026;

(b) to the knowledge of the undersigned officer, the compliance with the provisions on the Bank’s part contained in the Resolutions and the Paying Agent Agreements, each dated as of [October] 1, 2026 (the “Agreements”), between the Bank and the District, 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 Resolutions and the Agreements under the terms of any such law, administrative regulation, judgment, or decree, except as provided in the Resolutions and the Agreements;

(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 Agreements 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 Agreements, 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 Agreements;

(d) within the scope of its obligations imposed by the Resolutions and the Agreements, the Bank 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 Resolutions.

Dated: September __, 2026

U.S. Bank Trust Company, National Association,
as Paying Agent

By: _____
Authorized Representative

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by Washington Township Health Care District, a local health care district of the State of California (the “District”), and Hilltop Securities Inc. (the “Dissemination Agent”), in connection with the issuance of \$[_____] aggregate principal amount of [Washington Township Health Care District (Alameda County, California), 2020 Election General Obligation Bonds, 2026 Series A/2026 General Obligation Refunding Bonds] (the “Bonds”). The Bonds are being issued pursuant to certain provisions of the California Government Code and other applicable laws and pursuant to Resolution No. ____, adopted by the Board of Directors (the “Board”) of the District on September 9, 2026 (the “District Resolution”). The District and the Dissemination Agent hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Dissemination Agent for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the District Resolution, which apply to any capitalized term used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to and as described in Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person that has the power, directly or indirectly, to vote or consent with respect to or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“CUSIP Numbers” shall mean the Committee on Uniform Security Identification Procedure’s unique identification number for each public issue of a security.

“Dissemination Agent” shall mean Hilltop Securities Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the Paying Agent a written acceptance of such designation.

“EMMA System” shall mean the MSRB’s Electronic Municipal Market Access system.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Holder” or “Holders” shall mean registered owners of the Bonds or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

“Official Statement” shall mean the Official Statement, dated September __, 2026, with respect to the Bonds.

“Participating Underwriter” shall mean BofA Securities, Inc.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports; Quarterly Reports. (a) The District shall or shall cause the Dissemination Agent, not later than six months after the end of the District’s fiscal year (which date would be January 1 following the end of the District’s fiscal year on the prior June 30), commencing with the report for the 2025-26 fiscal year, to provide to the MSRB through its EMMA System an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that, if the audited financial statements of the District are not available by the date required above for the filing of the Annual Report, the District shall submit unaudited financial statements and submit the audited financial statements as soon as available. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) In addition to the Annual Report required to be filed pursuant to subsection (a), the District shall, or shall cause the Dissemination Agent to, provide to the MSRB through its EMMA System, no later than 75 days after the end of each quarter of the District’s fiscal year (except for the fourth fiscal quarter), beginning with the second quarter of the 2026-27 fiscal year (commencing October 1, 2026), unaudited financial information for the District for such fiscal quarter prepared by the District, including a balance sheet, a cash flow statement and a statement of revenues, expenses, and changes in net position.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB through its EMMA System by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB through the EMMA System substantially in the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Agreement.

Section 4. Content of Annual Reports. The Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the District for the most recently concluded fiscal year, prepared in accordance with generally accepted accounting principles as promulgated from time to time by the Government Accounting Standards Board. If the audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the District shall file or cause to be filed with EMMA an Annual Report containing unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and shall then file its audited financial statements in the same manner when they become available.

(b) To the extent not contained in (a) above, (i) assessed value of taxable property in the District as shown on the most recent equalized assessment role; (ii) property tax levies, collections and delinquencies for the District, for the fiscal year most recently concluded; and (iii) the ten largest property owners in the District for the then-current fiscal year, as measured by secured assessed valuation, the respective taxable values of their property and their percentage of total secured assessed value.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB through its EMMA System. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document included by reference.

Section 5. Reporting of Listed Events. The District shall give or cause to be given, notice to the MSRB of the occurrence of any of the following Listed Events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancement facility reflecting financial difficulties;
- (e) substitution of the provider of any credit enhancement facility or liquidity facility or any failure by said provider to perform on any credit enhancement facility or liquidity facility;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) modifications to rights of Holders, if material;

- (h) Bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the District¹;
- (m) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;
- (o) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Holders, if material; and
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

The District shall file, or shall cause to be filed, a notice of the occurrence of a Listed Event with the MSRB through its EMMA System, in an electronic format as prescribed by the MSRB, in a timely manner but not in excess of ten (10) business days after the occurrence of such Listed Event.

If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB with a copy to the District.

The Dissemination Agent shall, within one (1) business day of obtaining knowledge of the occurrence of any of the Listed Events, inform the District of the event, and, for any Listed Event

¹ This Listed Event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer of the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

that requires the District to determine if such event is material, request that the District promptly notify the Dissemination Agent in writing whether or not to report the event.

Section 6. CUSIP Numbers. Whenever providing information to the Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference in the Annual Reports and notices of Listed Events, the District shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

Section 7. Termination of Reporting Obligation. The District's and the Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination or substitution in the same manner as for a Listed Event under Section 5(i).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a different Dissemination Agent to assist it in carrying out the obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Paying Agent shall be the Dissemination Agent. The initial Dissemination Agent shall be Hilltop Securities Inc.

The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees, as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the District which does not impose any greater duties, nor greater risk of liability, on the Dissemination Agent) and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the District Resolution for amendments to the District Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally

recognized counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Participating Underwriter or the Holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall), or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the District Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance. A default under this Disclosure Agreement shall not create a presumption of any kind that a violation of any applicable securities laws or regulations (other than the Rule) has occurred. The Dissemination Agent shall not owe any fiduciary duty to the Participating Underwriter, nor shall its failure to comply with the request of the Participating Underwriter result in a breach of any of its fiduciary duties owed to the Holders.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct or breach

of this Disclosure Agreement. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds.

Section 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the District: Washington Township Health Care District
2000 Mowry Avenue
Fremont, California 94538-1716
Attention: Chief Financial Officer
Telephone: 510-818-6770
Facsimile: 510-791-0121

To the Dissemination Agent: Hilltop Securities Inc.
717 N. Harwood St, Suite 3400
Dallas, Texas 75201
Attention: Tanya Calvit, Managing Director
Telephone: 214-953-4037
Facsimile: 214-953-4050

Either party may, by written notice to the other party listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. MSRB: EMMA SYSTEM. Documents submitted to the MSRB through its EMMA System pursuant to this Disclosure Agreement shall be in electronic format and accompanied by identifying information as prescribed by the MSRB in accordance with the Rule.

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Section 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: [October __], 2026

WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT

By: _____
Authorized Officer

HILLTOP SECURITIES INC.,
as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of District: Washington Township Health Care District

Name of Bond Issue: Washington Township Health Care District (Alameda County,
California), 2020 Election General Obligation Bonds, 2026 Series A

Date of Issuance: [October __], 2026

NOTICE IS HEREBY GIVEN that Washington Township Health Care District has not provided an Annual Report with respect to the above named Bonds as required by the Continuing Disclosure Agreement relating to the Bonds, dated [October __], 2026. Washington Township Health Care District anticipates that the Annual Report will be filed by _____.

Dated: _____

HILLTOP SECURITIES INC.,

on behalf of

Washington Township Health Care District

By: _____

cc: Washington Township Health Care District

ESCROW AGREEMENT

This Escrow Agreement, dated as of October 1, 2026 (the “Agreement”) by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as escrow agent hereunder (in such capacity, the “Escrow Agent”), and WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, Alameda County, California (the “District”),

W I T N E S S E T H:

WHEREAS, a duly called election was held in the District on November 2, 2004 (the “2004 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, a duly called election was held in the District on November 6, 2012 (the “2012 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, at the 2004 Election, there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the purpose of acquiring, maintaining, constructing, or improving real property of the District, all as authorized under Section 32300 *et seq.* of the Health and Safety Code of the State of California (the “Election Code”), in the maximum amount of one hundred ninety million dollars (\$190,000,000), payable from the levy of an *ad valorem* tax against the taxable property in the District; and

WHEREAS, at the 2012 Election, there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the purpose of acquiring, maintaining, constructing, or improving real property of the District, all as authorized under the Election Code, in the maximum amount of one hundred eighty-six million dollars (\$186,000,000), payable from the levy of an *ad valorem* tax against the taxable property in the District; and

WHEREAS, as authorized by the 2004 Election, the Board of Directors of the District (the “Governing Board”) has previously caused to be issued, and now seeks to refund, \$_____ aggregate principal amount of the District’s 2004 Election General Obligation Bonds, 2013 Series B (the “Prior 2013B Bonds”), of which \$99,960,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, as authorized by the 2012 Election, the Governing Board has previously caused to be issued, and now seeks to refund, \$_____ aggregate principal amount of the District’s 2012 Election General Obligation Bonds, 2013 Series A (the “Prior 2013A Bonds” and, together with the Prior 2013B Bonds, the “Prior 2013 Bonds”), of which \$38,540,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, as authorized by the 2012 Election, the Governing Board has previously caused to be issued, and now seeks to refund, \$_____ aggregate principal amount of the District’s 2012 Election General Obligation Bonds, 2015 Series B (the “Prior 2015B Bonds,” and together with the Prior 2013 Bonds, the “Prior Bonds”), of which \$145,500,000 aggregate principal amount is presently outstanding and subject to redemption; and

WHEREAS, the Prior 2013 Bonds were issued pursuant to the terms of that certain Resolution of the Governing Board adopted on October 9, 2013 (the “2013 Resolution”); and

WHEREAS, the Prior 2015B Bonds were issued pursuant to the terms of those certain Resolutions of the Governing Board adopted on August 26, 2015 and October 14, 2015 (the “2015 Resolutions”); and

WHEREAS, the District has determined that circumstances in the financial markets are favorable for the refunding and defeasance of [all of the outstanding Prior Bonds][those Prior 2013 Bonds maturing _____, 20__ through and including _____, 20__, and those Prior 2015B Bonds maturing _____, 20__ through and including _____, 20__] (hereafter, the “Refunded Bonds”); and

WHEREAS, in order to provide funds for the refunding of the Refunded Bonds, the District has now issued \$[_____] aggregate principal amount of its 2026 General Obligation Refunding Bonds (the “2026 Bonds”); and

WHEREAS, in connection with such refunding, the District requires that U.S. Bank Trust Company, National Association undertake the services of Escrow Agent for the refunding and defeasance of the Refunded Bonds in accordance with the terms of the 2013 Resolution, the 2015 Resolutions, the Refunded Bonds and this Agreement; and

WHEREAS, the District wishes to provide for the application of the net proceeds of the 2026 Bonds, together with other funds identified here, to effect the current refunding of the Refunded Bonds;

NOW, THEREFORE, the District and the Escrow Agent agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Each party hereto, as to itself and not as to the other party, hereby represents, warrants and agrees that:

Section 1.1 Authorization. The execution, delivery and performance of this Agreement by such party are within such party’s respective powers and have been duly authorized by all necessary action of such party.

Section 1.2 No Conflict. (a) The District represents, warrants and agrees to its current actual knowledge that the execution, delivery and performance of this Agreement will not violate or conflict with (i) the 2013 Resolution, the 2015 Resolutions or any related resolution of the District; (ii) the Constitution or laws of the State of California or (iii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the District or its operations.

(b) The Escrow Agent represents and warrants that the execution, delivery and performance of this Agreement will not violate or conflict with (i) the articles of association or bylaws of the Escrow Agent or (ii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the trust powers and operation of the Escrow Agent.

Section 1.3 Binding Obligation. This Agreement has been duly executed by, and is a legally valid and binding obligation of, each party, enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, and by general principles of equity.

Section 1.4 Title to Moneys Deposited in Escrow Fund. The District represents that the District has good, sufficient and legal title to the moneys deposited in the Escrow Fund established hereunder free and clear of all liens other than those created hereby.

Section 1.5 Duties of Parties. The District hereby directs the Escrow Agent to perform, and the Escrow Agent accepts, the duties set forth herein, in order that the Refunded Bonds shall be effectively and legally defeased in accordance with their terms, the terms of the 2013 Resolution, the 2015 Resolutions and applicable provisions of law. For this purpose, the District will deposit, and the Escrow Agent shall apply, net proceeds of the sale of the 2026 Bonds and the Refunded Bonds Debt Service Fund as specified herein, and for no other purpose. The Escrow Agent hereby covenants and agrees to perform its duties set forth herein in accordance with the terms hereof.

ARTICLE II

ESTABLISHMENT OF ESCROW FUND

Section 2.1 Creation of Escrow Fund. The District hereby directs the Escrow Agent to establish a special escrow fund to be designated as the "Washington Township Health Care District 2026 Escrow Fund" (the "Escrow Fund"), into which the Escrow Agent shall deposit (i) proceeds of the 2026 Bonds in the amount of \$[] (the "2026 Bond Proceeds"), (ii) the amount of \$[] currently held in the Interest and Sinking Fund for the Prior 2013 Bonds (the "Refunded 2013 Bonds Debt Service Fund"), (iii) the amount of \$[] currently held in the Interest and Sinking Fund for the Prior 2015 Bonds (the "Refunded 2015 Bonds Debt Service Fund" and, together with the Refunded 2013 Bonds Debt Service Fund, the "Refunded Bonds Debt Service Funds"), and (iv) the amount of \$[] currently held in the Project Fund for the Refunded Bonds (the "Refunded Bonds Project Fund"), which shall remain uninvested in cash. The District hereby irrevocably directs the Escrow Agent to make the deposits as set forth hereinabove.

Section 2.2 Terms of 2013 Resolution, 2015 Resolutions and Refunded Bonds. Receipt is hereby acknowledged by the Escrow Agent of a copy of the 2013 Resolution and the 2015 Resolutions. Reference herein to, or citation herein of, any provision of the 2013 Resolution, the 2015 Resolutions or the terms of the Refunded Bonds shall be deemed to be incorporated as a part hereof in the same manner and with the same effect as if it or they were fully set forth herein.

Section 2.3 Escrow Held Uninvested. The District hereby irrevocably directs the Escrow Agent to hold the funds in the Escrow Fund uninvested in cash, so as to be available to the Refunded Bonds on the dates established therein, it being the intention of the District that such uninvested cash on deposit therein, will be sufficient for such purposes, as of the date of calculation, (i) to pay in a timely manner the principal of and interest on the Refunded Bonds (all as more particularly set forth in Schedule A attached hereto and made a part hereof) and (ii) to pay the redemption price of the Refunded Bonds on the first redemption date therefor (all as more particularly set forth in Schedule A attached hereto and made a part hereof). Any conflict in provisions respecting the defeasance of the Refunded Bonds between the foregoing and the 2013 Resolution and the 2015 Resolutions shall be governed by the terms of the 2013 Resolution and the 2015 Resolutions.

The Escrow Agent shall follow instructions set forth herein and shall hold such funds uninvested and without liability for interest until needed to pay principal, interest or the redemption price of the Refunded Bonds.

Section 2.4 Deposit of Moneys. The Escrow Agent hereby acknowledges receipt of the deposit of the moneys into the Escrow Fund as described in Section 2.1 hereof.

Section 2.5 Purpose of Deposit. The deposit by the District of the 2026 Bond Proceeds, and transfer of amounts held in the Refunded Bonds Debt Service Fund and Refunded Bonds Project Fund, into the Escrow Fund shall constitute an irrevocable deposit thereof for the uses and purposes specified in this Agreement and in the provisions of the 2013 Resolution, the 2015 Resolutions and the Refunded Bonds expressly referred to herein, and such moneys shall be held in escrow and applied solely for such uses and purposes. Such moneys shall be held by the Escrow Agent separate and apart from all other funds and shall not be commingled with other moneys for any purpose.

Section 2.6 No Investments; District Covenants. (a) The Escrow Agent shall have no power or duty to invest any moneys held hereunder.

(b) The District hereby agrees that it will not take action or fail to take action which would (i) adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds, or (ii) adversely affect the status of the Refunded Bonds as being deemed no longer Outstanding under the 2013 Resolution and the 2015 Resolutions, as applicable.

Section 2.7 Handling of Proceeds. The Escrow Agent may conclusively rely upon Schedule A with respect to all information set forth therein and may conclusively rely upon any written directions of the District with respect to any of the matters described in this Section.

If at any time it shall appear to the Escrow Agent that the moneys in the Escrow Fund will not be sufficient to make all payments required hereunder and under the terms of the Refunded Bonds, the Escrow Agent shall give immediate notice thereof to the District in accordance with Section 5.4 hereof of the amount of such deficiency and the District agrees to pay the amount of such deficiency into the Escrow Fund from any source of lawfully available moneys. The Escrow Agent shall not be liable or responsible for any such deficiency of moneys in the Escrow Fund.

Any moneys held by the Escrow Agent for the payment and discharge of the principal or redemption price of or interest on any of the Refunded Bonds which remain unclaimed for 18 months after the date when such payments have become due and payable, shall be paid (without liability for interest) to the District to be used for any of its lawful purposes and the Escrow Agent shall thereupon be released and discharged with respect thereto, and the Owners of Refunded Bonds shall look only to the District for the payment of the principal of or interest on such Refunded Bonds.

Section 2.8 Notices to Owners of Refunded Bonds. The District [hereby directs][has heretofore directed] the Escrow Agent, in its capacity as Paying Agent for the Refunded Bonds, to provide notice to the Owners of the Refunded Bonds, and to the Information Services and Securities Depositories (as defined in the 2013 Resolution and the 2015 Resolutions), that the District has called such Refunded Bonds for redemption on the Redemption Date, and that such Bonds have been defeased. A copy of each notice is appended hereto as Schedule B and Schedule C, respectively, to this Agreement. [The Escrow Agent and the District hereby acknowledge that the notice of redemption of the Refunded Bonds to the owners of such Refunded Bonds and other parties was delivered on [_____, 2026] in the manner and as required pursuant to the 2013 Resolution and the 2015 Resolutions.]

Section 2.9 Compensation; Indemnification. The District agrees to pay and shall pay to the Escrow Agent as compensation in full for all services to be rendered by the Escrow Agent under this Agreement the amounts set forth in a separate schedule of fees and expenses, as modified from time to time in a writing between the District and the Escrow Agent, and shall reimburse the Escrow Agent for its out-of-pocket expenses (including legal fees and expenses) incurred hereunder. Any payment to the Escrow Agent pursuant to this Section shall be made from any moneys of the District lawfully available therefor, but the Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for any such payment.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's negligence or willful misconduct. The provisions of the foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

Section 2.10 Books and Records; Limited Liability. The Escrow Agent agrees to maintain books and records for the Escrow Fund and to account separately for deposits therein. The Escrow Agent shall only act in accordance with the specific provisions set forth herein and shall not assume any implied duties or obligations hereunder. None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District periodic cash transaction statements and a final cash transaction statement.

The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the District shall have deposited sufficient funds therefor with the Escrow Agent. The Escrow Agent may rely and shall be protected in acting upon the written or oral instructions of authorized representatives of the District or of their respective agents relating to any matter or action undertaken as Escrow Agent under this Agreement.

The liability of the Escrow Agent for the payment of moneys as hereinabove set forth respecting the payment of the Refunded Bonds shall be limited to the amount of the uninvested cash held in the Escrow Fund. The Escrow Agent shall not be liable for any loss resulting from any sale, transfer, prepayment, or other disposition made pursuant to this Agreement in compliance with the provisions hereof or the sufficiency of the uninvested moneys held hereunder to accomplish the discharge of the Refunded Bonds. The Escrow Agent shall not have any lien whatsoever upon any of the moneys deposited in accordance with Section 2.1 hereof for the payments of fees and expenses for services by it under this Agreement until after all payments required pursuant hereto in accordance herewith. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statements of the District, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representations as to the sufficiency of the balance in the Escrow Fund to accomplish the refunding of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided

herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or willful default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be bond counsel to the District, and in reliance upon the written opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District. The Escrow Agent undertakes such duties as are expressly set forth herein, and no implied duties or obligations of the Escrow Agent shall be read into this Agreement.

The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may execute any of the duties or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate (the "Incumbency Certificate"), substantially in the form of Schedule D hereto, listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which Incumbency Certificate shall be amended by the District whenever a person is to be added to or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by

such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the foregoing security procedures.

The Escrow Agent may at any time resign by giving 30 days' written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

ARTICLE III

TERMINATION OF AGREEMENT

Section 3.1 Termination of Agreement. It is the intention of the District that the proceeds in the Escrow Fund shall be applied on the Redemption Date and at the prices shown on Schedule A, to the payment of the Refunded Bonds in accordance with their terms. The Escrow Agent agrees to apply such amounts to the payment of principal of and premium, if any, and interest on the Refunded Bonds as aforesaid; any moneys in the Escrow Fund that remain unclaimed for 18 months following payment of the Refunded Bonds in whole on the redemption or maturity dates shown on Schedule C shall, after payment of any amounts due the Escrow Agent, be transferred to the District in accordance with Section 2.7 hereof. Upon the completion of such transfer, if any, this Agreement shall be terminated and of no further force or effect.

ARTICLE IV

FEES OF ESCROW AGENT

Section 4.1 Fees of Escrow Agent. The District shall pay to the Escrow Agent fees and expenses as are mutually agreed upon by the District and the Escrow Agent as and for payment in full for the services of the Escrow Agent as escrow agent hereunder, through and including the final redemption or maturity dates of the Refunded Bonds as set forth herein.

It is also understood that the fees agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by these instructions, but in the event that the conditions of this escrow are not promptly fulfilled or that the

Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the District for such extraordinary services and reimbursed for all costs, expenses, claims and liability, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of legal counsel to the Escrow Agent.

Under no circumstances shall the Escrow Agent be entitled to assert a lien against the cash held in the Escrow Fund to provide security for the payment of the fees described in this Section.

ARTICLE V

MISCELLANEOUS

Section 5.1 Severability of Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.2 Execution in Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

Section 5.3 Applicable Law. This Agreement shall be governed by the laws of the State of California applicable to contracts made and performed in said State.

Section 5.4 Notices. All notices, demands and formal actions under this Agreement shall be in writing and mailed, telegraphed or delivered to:

The District: Washington Township Health Care District
2000 Mowry Avenue
Fremont, CA 94538-1716
Attention: Senior Vice President & Chief Financial Officer

The Escrow Agent: U.S. Bank Trust Company, National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attention: Corporate Trust Services

Section 5.5 Amendments. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of one hundred percent (100%) in aggregate principal amount of the Refunded Bonds then unpaid as to principal shall have been filed with the Escrow Agent. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only: (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District; (ii) to cure, correct or supplement any ambiguous or defective provision contained herein; or (iii) in regard to questions arising hereunder as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel provided to the Escrow Agent,

shall not materially adversely affect the interests of the Owners of the Refunded Bonds, and will not cause interest on the Refunded Bonds to become subject to inclusion in gross income for purposes of federal income taxation.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the District has entered into this Escrow Agreement with the Escrow Agent as of the date first above written.

WASHINGTON TOWNSHIP HEALTH CARE
DISTRICT

By: _____
Chief Executive Officer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

DEBT SERVICE REQUIREMENTS

(Exhibits [] and [] from the Verification Report)

SCHEDULE B

NOTICE OF REDEMPTION TO THE OWNERS OF
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2004 Election General Obligation Bonds, 2013 Series B

Notice is hereby given to the owners of certain Washington Township Health Care District 2004 Election General Obligation Bonds, 2013 Series B (the "Bonds") that the Bonds, originally issued on November 21, 2013, maturing as identified below, are subject to optional redemption in accordance with that certain Resolution adopted by the Board of Directors of the District on October 9, 2013 (the "Resolution"), at a redemption price of par, plus accrued interest thereon, on _____, 2026 (the "Redemption Date").

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$20,000	4.000%	BW0
2028	410,000	4.000	BX8
2029	835,000	4.125	BY6
2030	1,310,000	5.000	BZ3
2031	1,825,000	5.000	CA7
2032	2,390,000	5.000	CB5
2033	3,005,000	4.500	CC3
2038 ^T	26,515,000	5.500	CD1
2040 ^T	19,830,000	5.500	CF6
2043 ^T	43,820,000	5.000	CE9

(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

(^T) Term Bonds.

On _____, 2026, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Escrow Agent for the Bonds at:

U.S. Bank Trust Company, National Association
Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
Tel. 1-800-934-6802

HOLDERS OF THE BONDS ARE FURTHER NOTIFIED THAT THE REDEMPTION OF THE BONDS ON _____, 2026 IS CONDITIONED UPON THE ISSUANCE AND DELIVERY OF THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT 2026 GENERAL OBLIGATION REFUNDING BONDS AND THE RECEIPT BY THE ESCROW AGENT ON OR PRIOR TO THE REDEMPTION DATE OF MONEYS SUFFICIENT TO PAY THE REDEMPTION PRICE OF AND ACCRUED INTEREST ON THE BONDS ON THE REDEMPTION DATE. IN THE EVENT SUFFICIENT MONEYS ARE NOT ON DEPOSIT ON THE REQUIRED DATE, THEN THIS NOTICE

SHALL BE OF NO FORCE AND EFFECT AND THE BONDS SHALL NOT BE SUBJECT TO REDEMPTION ON THE REDEMPTION DATE.

From and after _____, 2026, the principal of and interest on the Bonds called for redemption shall cease to accrue and be payable.

IMPORTANT NOTICE: Federal law requires the Escrow Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

Dated: _____, 2026.*

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

* Notice must be given at least 30 but no more than 60 days prior to the redemption date.

NOTICE OF REDEMPTION TO THE OWNERS OF
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2012 Election General Obligation Bonds, 2013 Series A

Notice is hereby given to the owners of certain Washington Township Health Care District 2012 Election General Obligation Bonds, 2013 Series A (the "Bonds") that the Bonds, originally issued on November 21, 2013, maturing as identified below, are subject to optional redemption in accordance with that certain Resolution adopted by the Board of Directors of the District on October 9, 2013 (the "Resolution"), at a redemption price of par, plus accrued interest thereon, on _____, 2026 (the "Redemption Date").

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$10,000	4.000%	CM1
2028	160,000	4.000	CN9
2029	325,000	4.125	CP4
2030	505,000	4.250	CQ2
2031	705,000	4.250	CR0
2032	920,000	4.500	CS8
2033	1,160,000	4.500	CT6
2038 ^T	1,370,000	4.750	CU3
2038 ^T	8,855,000	5.500	CW9
2040 ^T	7,645,000	5.500	CX7
2043 ^T	16,885,000	5.000	CV1

(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

(^T) Term Bonds.

On _____, 2026, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Escrow Agent for the Bonds at:

U.S. Bank Trust Company, National Association
Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
Tel. 1-800-934-6802

HOLDERS OF THE BONDS ARE FURTHER NOTIFIED THAT THE REDEMPTION OF THE BONDS ON _____, 2026 IS CONDITIONED UPON THE ISSUANCE AND DELIVERY OF THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT 2026 GENERAL OBLIGATION REFUNDING BONDS AND THE RECEIPT BY THE ESCROW AGENT ON OR PRIOR TO THE REDEMPTION DATE OF MONEYS SUFFICIENT TO PAY THE REDEMPTION PRICE OF AND ACCRUED INTEREST ON THE BONDS ON THE REDEMPTION DATE. IN THE EVENT SUFFICIENT MONEYS ARE NOT ON DEPOSIT ON THE REQUIRED DATE, THEN THIS NOTICE

SHALL BE OF NO FORCE AND EFFECT AND THE BONDS SHALL NOT BE SUBJECT TO REDEMPTION ON THE REDEMPTION DATE.

From and after _____, 2026, the principal of and interest on the Bonds called for redemption shall cease to accrue and be payable.

IMPORTANT NOTICE: Federal law requires the Escrow Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

Dated: _____, 2026*

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

* Notice must be given at least 30 but no more than 60 days prior to the redemption date.

NOTICE OF REDEMPTION TO THE OWNERS OF
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2012 Election General Obligation Bonds, 2015 Series B

Notice is hereby given to the owners of certain Washington Township Health Care District 2012 Election General Obligation Bonds, 2015 Series B (the "Bonds") that the Bonds, originally issued on November 21, 2013, maturing as identified below, are subject to optional redemption in accordance with that certain Resolutions adopted by the Board of Directors of the District on August 26, 2015 and October 14, 2015 (the "Resolution"), at a redemption price of par, plus accrued interest thereon, on _____, 2026 (the "Redemption Date").

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$345,000	3.000%	DL2
2028	655,000	3.000	CY5
2029	990,000	3.000	CZ2
2030	1,345,000	3.000	DA6
2031	1,730,000	3.250	DB4
2032	2,150,000	3.250	DC2
2033	2,600,000	3.375	DD0
2034	3,070,000	3.500	DE8
2035	3,610,000	3.500	DF5
2040 ^T	10,000,000	3.750	DG3
2040 ^T	17,965,000	4.000	DJ7
2045 ^T	86,040,000	4.000	DH1
2045 ^T	15,000,000	5.000	DK4

(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

(^T) Term Bonds.

On _____, 2026, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the Escrow Agent for the Bonds at:

U.S. Bank Trust Company, National Association
Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
Tel. 1-800-934-6802

HOLDERS OF THE BONDS ARE FURTHER NOTIFIED THAT THE REDEMPTION OF THE BONDS ON _____, 2026 IS CONDITIONED UPON THE ISSUANCE AND DELIVERY OF THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT 2026 GENERAL OBLIGATION REFUNDING BONDS AND THE RECEIPT BY THE ESCROW AGENT ON OR PRIOR TO THE REDEMPTION DATE OF MONEYS SUFFICIENT TO PAY THE REDEMPTION PRICE OF AND ACCRUED INTEREST ON THE BONDS ON THE REDEMPTION DATE. IN THE EVENT

SUFFICIENT MONEYS ARE NOT ON DEPOSIT ON THE REQUIRED DATE, THEN THIS NOTICE SHALL BE OF NO FORCE AND EFFECT AND THE BONDS SHALL NOT BE SUBJECT TO REDEMPTION ON THE REDEMPTION DATE.

From and after _____, 2026, the principal of and interest on the Bonds called for redemption shall cease to accrue and be payable.

IMPORTANT NOTICE: Federal law requires the Escrow Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

Dated: _____, 2026.*

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

* Notice must be given at least 30 but no more than 60 days prior to the redemption date.

SCHEDULE C
FORM OF
NOTICE OF DEFEASANCE

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2004 Election General Obligation Bonds, 2013 Series B

Notice is hereby given to the owners of certain of the above-captioned general obligation bonds of the Washington Township Health Care District (the “Bonds”) that moneys sufficient to provide for the payment of the principal of and interest on the designated portion of the Bonds listed below have been set aside in an Escrow Fund established under that certain Escrow Agreement, dated as of August 1, 2026 (the “Escrow Agreement”), by and between Washington Township Health Care District and U.S. Bank Trust Company, National Association, as Escrow Agent (the “Escrow Agent”), and verified for such purpose by Causey Public Finance, LLC, as Verification Agent.

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$20,000	4.000%	BW0
2028	410,000	4.000	BX8
2029	835,000	4.125	BY6
2030	1,310,000	5.000	BZ3
2031	1,825,000	5.000	CA7
2032	2,390,000	5.000	CB5
2033	3,005,000	4.500	CC3
2038 ^T	26,515,000	5.500	CD1
2040 ^T	19,830,000	5.500	CF6
2043 ^T	43,820,000	5.000	CE9

^(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

^(T) Term Bonds.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

Dated: _____, 2026

**FORM OF
NOTICE OF DEFEASANCE**

**WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2004 Election General Obligation Bonds, 2013 Series A**

Notice is hereby given to the owners of certain of the above-captioned general obligation bonds of the Washington Township Health Care District (the “Bonds”) that moneys sufficient to provide for the payment of the principal of and interest on the designated portion of the Bonds listed below have been set aside in an Escrow Fund established under that certain Escrow Agreement, dated as of August 1, 2026 (the “Escrow Agreement”), by and between Washington Township Health Care District and U.S. Bank Trust Company, National Association, as Escrow Agent (the “Escrow Agent”), and verified for such purpose by Causey Public Finance, LLC, as Verification Agent.

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$10,000	4.000%	CM1
2028	160,000	4.000	CN9
2029	325,000	4.125	CP4
2030	505,000	4.250	CQ2
2031	705,000	4.250	CR0
2032	920,000	4.500	CS8
2033	1,160,000	4.500	CT6
2038 ^T	1,370,000	4.750	CU3
2038 ^T	8,855,000	5.500	CW9
2040 ^T	7,645,000	5.500	CX7
2043 ^T	16,885,000	5.000	CV1

^(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

^(T) Term Bonds.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

Dated: _____, 2026

**FORM OF
NOTICE OF DEFEASANCE**

**WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
(Alameda County, California)
2012 Election General Obligation Bonds, 2015 Series B**

Notice is hereby given to the owners of certain of the above-captioned general obligation bonds of the Washington Township Health Care District (the “Bonds”) that moneys sufficient to provide for the payment of the principal of and interest on the designated portion of the Bonds listed below have been set aside in an Escrow Fund established under that certain Escrow Agreement, dated as of August 1, 2026 (the “Escrow Agreement”), by and between Washington Township Health Care District and U.S. Bank Trust Company, National Association, as Escrow Agent (the “Escrow Agent”), and verified for such purpose by Causey Public Finance, LLC, as Verification Agent.

Maturity Date (August 1)	Principal Amount	Interest Rate	CUSIP Number^(*) (940642)
2027	\$345,000	3.000%	DL2
2028	655,000	3.000	CY5
2029	990,000	3.000	CZ2
2030	1,345,000	3.000	DA6
2031	1,730,000	3.250	DB4
2032	2,150,000	3.250	DC2
2033	2,600,000	3.375	DD0
2034	3,070,000	3.500	DE8
2035	3,610,000	3.500	DF5
2040 ^T	10,000,000	3.750	DG3
2040 ^T	17,965,000	4.000	DJ7
2045 ^T	86,040,000	4.000	DH1
2045 ^T	15,000,000	5.000	DK4

^(*) The Escrow Agent shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the Owners of the Bonds.

^(T) Term Bonds.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

Dated: _____, 2026

SCHEDULE D

FORM OF INCUMBENCY CERTIFICATE OF THE DISTRICT

To: U.S. Bank Trust Company, National Association, as Escrow Agent with respect to that certain Escrow Agreement, by and between the Escrow Agent and Washington Township Health Care District, dated as of October 1, 2026 (the “Escrow Agreement”)

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, a local health care district duly organized and existing under the laws of the State of California (the “District”) and located in County Alameda, California, does hereby direct U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent (the “Escrow Agent”) under the Escrow Agreement as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Escrow Agreement; and
2. For all purposes of the Escrow Agreement, including, without limitation, the giving of notices and directions to the Escrow Agent under Section 2.10 of the Escrow Agreement, the following individuals are, until the Escrow Agent is advised in writing to the contrary, constitute Authorized Officers, and the signatures shown next to their names are their true and correct signatures.

Name

Signature

Given this ____ day of _____, 2026.

RESOLUTION NO. 1290
International Longshore & Warehouse Union (ILWU), LOCAL 6

Washington Township Health Care District, a local health care district, does hereby resolve as follows:

Attached hereto and incorporated herein are the key terms of a Tentative Agreement to be incorporated into a new Memorandum of Understanding by and between the designated representative of Washington Hospital, that being the Chief Executive Officer, and the International Longshore & Warehouse Union (ILWU) Local 6, a recognized majority representative under the terms of Board Resolution 331A.

The terms and conditions of the Memorandum which outlines the key terms will be implemented in their entirety effective on the various dates specified with the Memorandum.

Passed and adopted by the Board of Directors of Washington Township Health Care District this 9th day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

William Nicholson, MD
President, Board of Directors
Washington Township Health Care
District

Michael Wallace
Secretary, Board of Directors
Washington Township Health Care District

MEMORANDUM

Date: September 9, 2026

To: Kimberly Hartz
Chief Executive Officer

From: Harjit Randhawa
Vice President and Chief People Officer

Subject: International Longshore and Warehouse Union (ILWU), Local 6

Staff has been in negotiations with Local 6 to negotiate a successor contract. Local 6 represents 91 members as of August 31, 2026, representing Radiology Technologists, Cath Lab Technologists, Sonographers, Ultrasound Technologists, MRI Technologists, and CT Technologists at Washington Hospital.

Washington Hospital and Local 6 have reached a Tentative Agreement on a new, 3-year contract, which was ratified by the Local 6 membership on August 31, 2026. The recommendation is for the Washington Township Health Care District Board of Directors to approve the Amendments for a successor contract with the key terms as outlined below:

- Term – 3 years, from January 1, 2026 through December 31, 2028
- Wage Increases
 - **Year 1** – 4.75% wage increase retroactive to the first pay period beginning on or after January 1, 2026; employees must be employed on the payment date to be eligible
 - **Year 2** – 4.5% wage increase effective the first pay period beginning on or after January 1, 2027; employees must be employed on the payment date to be eligible
 - **Year 3** – 4.75% wage increase effective the first pay period beginning on or after January 1, 2028; employees must be employed on the payment date to be eligible
- Lump Sum
 - 1.5% one-time lump-sum payment based on each represented Local 6 Technologist's pay for all hours paid during the 12-month period measured backward from August 1, 2026, payable effective

the first full pay period after Board ratification; employees must be employed on the payment date to be eligible

- Differentials
 - Shift Differentials
 - Evening Shift - Increase from \$3.50 to \$3.75 per hour,
 - Night Shift - Increase from \$5.25 to \$5.50 per hour
 - Weekend Shifts – Increase from \$3.00 to \$3.30 per hour, with the differential increasing to \$3.80 per hour effective the first pay period beginning on or after January 1, 2028.
 - Per Diem Differential
 - Per diem employees will continue to receive a 15% differential in lieu of benefits; per diem employees who receive Hospital health benefits pursuant to Affordable Care Act requirements will instead receive a reduced differential equal to 5% of hourly compensation in lieu of all other benefits.
- Preceptor Pay – Preceptor pay increases from \$2.00 to \$2.50 per hour, and Clinical Instructor pay increases from \$2.50 to \$2.65 per hour. Preceptor Pay is also available when an Imaging Technologist or Cath Lab Radiologic Technologist trains a student one-to-one under an agreement with a collaborating college program; Clinical Instructors cannot receive Preceptor Pay.
- Technical Assistant – Grandfather the current bargaining-unit employee in the Technical Assistant classification and remove the classification from the MOU when that employee's employment ends
- On-Call and Call Back - added MRI Technologists to the three-hour minimum guarantee for qualifying on-call call-ins.
- Call Back Not on Call – added Per Diems as qualified for call back pay.
- Benefits
 - Health – Parties agree to implement the Washington Hospital Core Choice PPO Plan effective January 1, 2027, with per pay period employee contributions to be as follows:

- Regular Full-Time Employees
 - \$0 Employee only
 - \$15.00 Employee + Spouse
 - \$13.00 Employee + Child
 - \$29.00 Employee + Family
- Regular Part-Time Employees
 - \$0 Employee only
 - \$18.00 Employee + Spouse
 - \$16.00 Employee + Child
 - \$35.00 Employee + Family
- Alternatively, regular employees may elect to enroll in a buy-up health plan – the Washington Hospital Choice Plus Plan.
 - For purposes of benefits only, define “regular full-time employee” as an employee who regularly works an average of 30 hours or more per week – i.e., 0.75 FTE status, and define “regular part-time employee” as an employee who regularly works 20 or more hours per week – i.e., 0.5 FTE status.
- Group Life Insurance – Increase from \$10,000 to \$50,000 for regular full-time and regular part-time employees, effective the second regularly scheduled payday after Board ratification
- Spousal Waiver Credit – Increase from \$70.00 to \$75.00 per pay period, effective the second regularly scheduled payday after Board ratification
- Retirement Plan – Permit the Hospital, in its sole discretion, to reopen the MOU once before December 31, 2028 to negotiate retirement-plan benefits; an additional reopener requires Local 6 agreement
- Per Diem Availability – Revise per diem availability requirements for Ultrasound Technologists and add per diem availability requirements for MRI Techs and Cath Lab Radiologic Technologists
- Union Membership – Require the Hospital, on the first working day of each month, to provide an electronic bargaining-unit list that includes each member’s classification, step level, hire date, seniority date, address, personal phone number, and personal email address, plus the names and termination dates of members terminated during the prior month
- Educational Leave – Permit up to three days of home-study educational leave per year and require written notice and proof of completion within 30 days and within the same calendar year; related time

off generally must occur in that calendar year, subject to carryover when a timely request cannot be granted

- Layoff and Re-Call
 - Add bumping rights when no posted vacant position is available for which a selected employee is qualified; the employee may bump into the lowest-seniority position, shift, and hours for which the employee is qualified with no more than 80 hours of orientation, and the displaced employee is added to the layoff list
 - Permit an employee with at least one year of service who is elected or officially appointed to Union office to take up to three months of leave without loss of seniority or adjustment to the employee's Adjusted Start Date. For a term exceeding three months, the employee retains seniority to bid after the term, but the Adjusted Start Date is extended for time beyond three months; if no qualifying posted position exists and the employee requests within 30 days, the Hospital will create a qualifying per diem position, limited to one such position per calendar year
- Hiring – Add that a unit member who is hired into a vacant MOU-covered position for which they are unable to perform the skills and competencies after reasonable training shall be laid off unless they are eligible to exercise bumping rights