
ESCROW AGREEMENT

by and between the

WEST CONTRA COSTA HEALTHCARE DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

Dated June 27, 2019

Relating to the advance refunding of the
West Contra Costa Healthcare District
Certificates of Participation
(2011 Financing Project)

ESCROW AGREEMENT

This ESCROW AGREEMENT is dated June 27, 2019, by and between the WEST CONTRA COSTA HEALTHCARE DISTRICT, a local healthcare district organized and existing under the constitution and laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Bank");

WITNESSETH:

WHEREAS, the District has heretofore caused the execution and delivery of certificates of participation evidencing direct, undivided fractional interests of the owners thereof in installment payments to be made pursuant to an installment sale agreement with the WCCHD Financing Corporation II (the "Corporation") in the original principal amount of \$40,000,000, of which \$39,535,000 is currently outstanding (the "2011 Certificates"), the proceeds of which were used to finance a portion of anticipated working capital expenses and operating losses of the District arising from the District's operation of the District's healthcare facilities (the "2011 Project");

WHEREAS, the 2011 Certificates were executed and delivered pursuant to the terms of a trust agreement, dated as of December 1, 2011 (the "2011 Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "2011 Trustee");

WHEREAS, in order to provide for the repayment of the 2011 Certificates, the District and the Corporation entered into an installment sale agreement, dated as of December 1, 2011 (the "2011 Agreements"), under which the District agreed to make installment payments to the Corporation (the "2011 Payments") in sufficient amounts each year to pay the full amount of principal and interest with respect to the 2011 Certificates;

WHEREAS, the District has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interest of the District at this time to refinance the District's obligation to make the 2011 Payments and, as a result thereof, to provide for the payment of the principal and interest with respect to the 2011 Certificates to and including July 1, 2021, and for the redemption of all outstanding 2011 Certificates on July 1, 2021, at a redemption price equal to 100% of the principal amount thereof, and to that end, the District proposes to issue its \$_____ West Contra Costa Healthcare District (Contra Costa County, California) Refunding Revenue Bonds, Series 2019 (Taxable Converting to Tax-Exempt) (the "2019 Bonds"), pursuant to an indenture of trust, dated as of June 1, 2019 (the "2019 Trust Agreement"), by and between the District and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") authorizes the District to issue refunding bonds for the purpose of refunding obligations of the District;

WHEREAS, the District proposes to appoint the Escrow Bank as its agent for the purpose of providing for the payment and redemption of the 2011 Certificates and the Escrow Bank desires to accept said appointment; and

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2011 Trust Agreement.

Section 2. Appointment of Escrow Bank. The District hereby appoints the Escrow Bank as escrow agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the District with, and to be held by, the Escrow Bank, as security for the payment of the principal and interest on and redemption price of the 2011 Certificates as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the District and for the benefit of the owners of the 2011 Certificates, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall be held as a special fund to provide for the payment of the principal and interest with respect to the 2011 Certificates to and including July 1, 2021, and for the redemption of all outstanding 2011 Certificates on July 1, 2021 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price") in accordance with the provisions of this Escrow Agreement.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the 2019 Bonds, the District shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$ _____ in immediately available funds, derived as follows:

(i) \$ _____ from the proceeds of sale of the 2019 Bonds,

(ii) \$ _____ from amounts on deposit in the reserve fund created for the 2011 Certificates (the "2011 Reserve Fund"), and

(iii) \$ _____ from amounts on deposit in the installment payment fund created for the 2011 Certificates (the "2011 Installment Payment Fund").

(b) The Escrow Bank shall invest \$ _____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$ _____ in cash, uninvested. The Escrowed Federal Securities and such cash shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to escrowed funds which were to be invested in the Escrowed Federal Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the District's selection of an alternative

investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

(c) The Escrow Bank may rely upon the conclusion of Robert Thomas CPA, LLC, as contained in its opinion and accompanying schedules (the "Report") dated June 27, 2019, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the principal and interest with respect to the 2011 Certificates to and including July 1, 2021, and to redeem the outstanding 2011 Certificates in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the 2011 Certificates, and the payment of all amounts due to the Escrow Bank hereunder, shall be applied to the payment of debt service on the Bonds.

(f) If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required hereunder, the Escrow Bank shall notify the District of such fact and the District shall immediately cure such deficiency. The Escrow Bank shall have no liability or responsibility for such insufficiency.

Section 5. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2011 Certificates to and including July 1, 2021, and redeeming the outstanding 2011 Certificates in full on the Redemption Date at the Redemption Price, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2011 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2011 Trustee, hereby agrees to give notice on the date hereof of the defeasance of the 2011 Certificates in the form of defeasance notice attached hereto as Exhibit C.

(c) The Escrow Bank, in its capacity as 2011 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2011 Trustee, hereby agrees to give notice of the redemption of the 2011 Certificates in accordance with the applicable provisions of the 2011 Trust Agreement and the form of redemption notice attached hereto as Exhibit D.

Section 6. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2011 Certificates, in Defeasance Obligations pursuant to written directions of the District; *provided, however,* that (a) such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Escrowed Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with

such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2011 Certificates, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 6 and not required for the purposes set forth in Section 5, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the District and shall be applied to the payment of debt service on the 2019 Bonds.

Section 7. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Defeasance Obligations for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Escrowed Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Defeasance Obligations then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Escrowed Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2011 Certificates. In the event that, following any such substitution of Escrowed Federal Securities pursuant to this Section 7, there is an amount of moneys or Escrowed Federal Securities in excess of an amount sufficient to make the payments required by Section 5 hereof, as indicated by such verification, such excess shall be paid to the District and shall be applied to the payment of debt service on the 2019 Bonds.

Section 8. Application of 2011 Funds. On the date of deposit of amounts in the Escrow Fund pursuant to Section 4, the Escrow Bank, as 2011 Trustee, is hereby directed to (a) transfer all amounts on deposit in the 2011 Reserve Fund (\$_____) to the Escrow Fund, (a) transfer all amounts on deposit in the 2011 Installment Payment Fund (\$_____) to the Escrow Fund.

Any amounts remaining in any fund or account created with respect to the 2011 Certificates, including interest earnings received by the 2011 Trustee, shall, after payment of all fees and expenses of the 2011 Trustee, be paid to the Trustee and shall be applied to the payment of debt service on the 2019 Bonds.

Section 9. Application of Certain Terms of 2011 Trust Agreement. All of the terms of the 2011 Trust Agreement relating to the making of payments of principal and interest with respect to the 2011 Certificates are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2011 Trust Agreement relating to the limitations from liability and protections afforded the 2011 Trustee and the resignation and removal of the 2011 Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 10. Compensation to Escrow Bank. The District shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 11. Liabilities and Obligations of Escrow Bank. The Escrow Bank 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 Escrow Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth in Section 4 hereof, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth in Section 4 hereof or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be 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 Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow 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.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank 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 Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the

Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 9 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

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 Bank will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the 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.

Section 12. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2011 Certificates shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) 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, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2011 Certificates or the 2019 Bonds, and that such amendment will not cause interest on the 2011 Certificates or the 2019 Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, written notice thereof and draft copies of the applicable legal documents shall be provided by the District to each rating agency then rating the 2011 Certificates.

Section 13. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2011 Certificates.

Section 14. Notice of Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2011 Trustee in accordance with the provisions of the 2011 Trust Agreement. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed

to such party as provided in the 2011 Trust Agreement (or such other address as may have been filed in writing by the District with the Escrow Bank).

Section 15. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2011 Trust Agreement, shall be the Successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 16. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

Section 17. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

Section 18. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, WEST CONTRA COSTA HEALTHCARE DISTRICT has caused this Escrow Agreement to be signed in its name by its Executive Director and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of its obligations created under this Escrow Agreement, has caused this Escrow Agreement to be signed in its name by one of its authorized officers, all as of the day and year first above written.

WEST CONTRA COSTA HEALTHCARE
DISTRICT

By _____
Executive Director

Approved as to form by District Counsel:

By _____
Mark Schieble, Foley & Lardner LLP

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Authorized Signatory

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

<u>Type</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Principal</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued</u>	<u>Total</u>
			<u> </u>		<u> </u>	<u> </u>	<u> </u>
			<u> </u>		<u> </u>	<u> </u>	<u> </u>

EXHIBIT B

PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
07/01/19	\$ 85,000	—	\$1,186,462.50	—	\$ 1,271,462.50
01/01/20	—	—	1,184,868.75	—	1,184,868.75
07/01/20	90,000	—	1,184,868.75	—	1,274,868.75
01/01/21	—	—	1,183,068.75	—	1,183,068.75
07/01/21	95,000	\$39,265,000	1,183,068.75	—	40,543,068.75

EXHIBIT C

FORM OF DEFEASANCE NOTICE

**West Contra Costa Healthcare District
(Contra Costa County, California)
Certificates of Participation
(2011 Financing Program)**

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Amount Defeased</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
12/29/2011	7/1/2019	\$ 85,000	3.750%	952341 AX3
12/29/2011	7/1/2020	90,000	4.000	952341 AY1
12/29/2011	7/1/2021	95,000	4.250	952341 AZ8
12/29/2011	7/1/2026	525,000	5.000	952341 BA2
12/29/2011	7/1/2032	6,890,000	6.000	952341 BB0
12/29/2011	7/1/2037	13,635,000	5.750	952341 BC8
12/29/2011	7/1/2042	18,215,000	6.250	952341 BD6

NOTICE IS HEREBY GIVEN, on behalf of the West Contra Costa Healthcare District (the "District") to the owners of the outstanding West Contra Costa Healthcare District (Contra Costa County, California) Certificates of Participation (2011 Financing Program), described above (the "2011 Certificates"), that pursuant to the trust agreement authorizing the execution and delivery of the Certificates (the "Trust Agreement"), the lien of the Trust Agreement with respect to the 2011 Certificates has been discharged through the irrevocable deposit of cash and U.S. Treasury Securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated June 27, 2019, by and between the District and U.S. Bank National Association, as escrow bank. As a result of such deposit, the 2011 Certificates are deemed to have been paid and defeased in accordance with the Trust Agreement. The pledge of the funds provided for under the Trust Agreement and all other obligations of the District to the owners of the defeased 2011 Certificates shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the redemption price with respect to the 2011 Certificates, as described below.

The cash and U.S. Treasury Securities deposited in the Escrow Fund have been calculated to provide sufficient moneys to pay the principal and interest with respect to the 2011 Certificates to and including July 1, 2021, to redeem the outstanding 2011 Certificates in full on July 1, 2021, at a redemption price equal to 100% of then accreted value thereof.

Dated: June __, 2019

U.S. BANK NATIONAL
ASSOCIATION, as Trustee

EXHIBIT D

FORM OF NOTICE OF FULL/FINAL REDEMPTION

**West Contra Costa Healthcare District
(Contra Costa County, California)
Certificates of Participation
(2011 Financing Program)**

Issue Date	Maturity Date	Interest Rate	Redemption Date	Redemption Price (1)	CUSIP Number
12/29/2011	7/1/2026	5.000%	7/1/2021	\$ 525,000	952341 BA2
12/29/2011	7/1/2032	6.000	7/1/2021	6,890,000	952341 BB0
12/29/2011	7/1/2037	5.750	7/1/2021	13,635,000	952341 BC8
12/29/2011	7/1/2042	6.250	7/1/2021	18,215,000	952341 BD6

(1) Plus accrued interest to the date of redemption.

NOTICE is hereby given that the outstanding West Contra Costa Healthcare District (Contra Costa County, California) Certificates of Participation (2011 Financing Program), described above (the "2011 Certificates"), have been called for redemption on July 1, 2021 (the "Redemption Date"), at a price equal to 100% of the principal amount thereof plus accrued interest to such date (the "Redemption Price"). The 2011 Certificates are being called for redemption on the Redemption Date pursuant to the provisions of the governing documents of the 2011 Certificates.

On the Redemption Date, the Redemption Price will become due and payable upon each Bond.

Owners presenting their 2011 Certificates in person for the same day payment must surrender their Bonds by 1:00 p.m. on the Redemption Date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Owner by first class mail.

If payment of the Redemption Price is to be made to the Owner, such Owner is not required to endorse the 2011 Certificate to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 1995 (the "Act") 28% of the Redemption Price will be withheld if the tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor U.S. Bank National Association, as Trustee, shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Owners.

Dated: _____, 2021

U.S. BANK NATIONAL
ASSOCIATION, as Trustee