

§ _____
WEST CONTRA COSTA HEALTHCARE DISTRICT
Refunding Revenue Bonds, Series 2021

BOND PURCHASE AGREEMENT

December __, 2021

West Contra Costa Healthcare District
651 Pine Street
Martinez, CA 94553

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the West Contra Costa Healthcare District (the "District"), which, upon acceptance, will be binding upon the District and the Underwriter. This offer is made subject to the District's acceptance on or before 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the District at any time prior to acceptance. The undersigned Underwriter has been duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter and to act hereunder.

The District hereby acknowledges and agrees that (a) the purchase and sale of the Bonds (as defined herein) pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principals and are not acting as the agent or fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering and sale of the Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering and sale of the Bonds contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, in connection with the issuance of the Bonds and the other matters contemplated by this Bond Purchase Agreement.

The District hereby acknowledges receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell to the Underwriter, all (but not less than all) of \$_____ aggregate principal amount of West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2021 (the "Bonds"), dated as of the date of their delivery, bearing interest and maturing on the dates and in the amounts set forth on Exhibit A attached hereto. The purchase price for the Bonds shall be \$_____ (which consists of the principal amount of the Bonds of \$_____, less an Underwriter's discount of \$_____, plus an original issue premium of \$_____).

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in that certain Indenture, dated as of December 1, 2021 (the "Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee").

(c) The Bonds are being issued to provide funds to (i) refund, on a current basis, the outstanding West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2018 (the "2018 Bonds"), and the outstanding West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2019 (the "2019 Bonds" and, with the 2018 Bonds, the "Prior Bonds), and (ii) pay the costs of issuing the Bonds.

(d) The Bonds are payable from a first and prior lien on the 2004 Parcel Tax Revenues. The "2004 Parcel Tax Revenues" are the annual amounts collected by Contra Costa County (the "County") on behalf of the District from the 2004 Parcel Tax. The "2004 Parcel Tax" is the special parcel tax approved by 84% of the voters of the District at a special election held on June 8, 2004. Section 5451.5 of the California Government Code (the "Lien Statute"), imposes a lien on the 2004 Parcel Tax Revenues to secure the District's obligations with respect to the Bonds. Pursuant to the Lien Statute, the 2004 Parcel Tax Revenues are immediately subject to such lien and the lien attaches to the 2004 Parcel Tax Revenues and is effective, binding and enforceable against the District, its successors, purchasers of the 2004 Parcel Tax Revenues, creditors and 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.

(e) The Bonds are authorized pursuant to the provisions of section 53570 et seq. of the California Government Code (the "Law"), the Indenture and a resolution adopted by the Board of Directors of the District on October 19, 2021 (the "Resolution").

(f) At 10:00 A.M., Pacific Daylight time, on December __, 2021, or at such earlier or later time or date as shall be agreed by the District and the Underwriter (such time and date being herein referred to as the "Closing Date"), the District will direct the Trustee to deliver the Bonds to The Depository Trust Company ("DTC") in New York, New York (or to the Trustee in the event of a Fast Automated Securities Transaction ("F.A.S.T.")), for the account of the Underwriter (or at such other location as may be designated by the Underwriter), the Bonds in the form of a separate single fully-registered Bond for each of the Bond maturities (all Bonds being typewritten and bearing CUSIP numbers), duly executed by the District and authenticated by the Trustee, and in San Francisco, California, and the other documents herein mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section 1 by wire transfer, payable in immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding the foregoing, neither the failure to place 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 Agreement.

(g) Concurrently with its acceptance hereof, or as soon as practicable but within the time period specified below, the District will deliver to the Underwriter an official statement with respect to the Bonds, dated the date hereof, in substantially the same form as the Preliminary Official Statement (hereinafter defined), with only such changes therein as shall be mutually agreed upon, signed on behalf of the District (such official statement, together with all appendices thereto and any amendments or supplements thereto, is hereinafter referred to as the "Official Statement"). The District hereby authorizes the use by the Underwriter of the Indenture, that certain Escrow Agreement relating to the refunding of the Prior Bonds, to be dated the date of the Closing (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), and the Official Statement and the information contained therein in connection with the offering and sale of the Bonds, and consents to and ratifies the use by the Underwriter prior to the date hereof of a preliminary official statement, dated October 21, 2021 (such preliminary official statement, together with all appendices thereto, is herein referred to as the "Preliminary Official Statement"). The District and the Office have each heretofore "deemed final" certain respective portions of the Preliminary Official Statement so as to enable the Underwriter to comply with the provisions of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The District hereby confirms that the information in the Official Statement is "deemed final" pursuant to said Rule. The District hereby agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and with the requirements of Rule G-32 and Rule G-36 of the Municipal Securities Rulemaking Board.

2. Bona Fide Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds, at prices not in excess of the initial public offering yields or prices set forth on the cover page of the Official Statement. Subject to Section 3(c), the Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices; *provided, however*, that the Underwriter may offer a portion of the Bonds for sale to selected dealers who are members of the Financial Industry Regulatory Authority and who agree to resell the Bonds to the public on terms consistent with this Bond Purchase Agreement, and the Underwriter reserves the right to change such offering prices or yields as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices or at yields higher than the initial yields set forth on Exhibit A attached hereto. The Underwriter also reserves the right to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time. None of such activities shall affect the principal amounts, maturity dates, interest rates, redemption or other provision of the Bonds or the amount to be paid by the Underwriter to the District for the Bonds.

3. Issue Price.

(a) The Underwriter agree to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District on the Closing Date an "issue price" or similar certificate substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District 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 1 attached to Exhibit B, the District 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).

(c) Schedule 1 attached to Exhibit B sets forth the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the District 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:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) 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.

(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:

(A)(i) to 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) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to 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) to 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.

(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 Underwriter acknowledge that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 3. Further, for purposes of this Section 3:

(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 District (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), and

(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) at least 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 Agreement by all parties.

4. Representations, Warranties and Agreements of the District. The District represents and warrants to, and agrees with, the Underwriter that:

(a) The District is and will be at the Closing Date duly organized and existing under the Constitution and laws of the State of California as a local health care district with the full power and authority to issue the Bonds, and to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Indenture, the Official Statement, the Continuing Disclosure Certificate of the District, dated the Closing Date (the “Disclosure Certificate”) and the Escrow Agreement;

(b) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding limited obligations of the District in conformity with, and entitled to the benefit and security of, the Indenture;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has ratified or authorized the distribution of the Preliminary Official Statement, approved and authorized the distribution of the Official Statement, authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in,

the Bonds, the Indenture, this Bond Purchase Agreement, the Disclosure Certificate and the Escrow Agreement;

(d) 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, pending or, to the knowledge of the District, threatened against the District or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, (ii) in any way contesting or affecting the validity of the Bonds, any proceedings of the District taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or the existence or powers of the District relating to the issuance of the Bonds, or (iii) which, if determined adversely to the interests of the District or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Indenture, the Disclosure Certificate, the Official Statement, the Escrow Agreement or this Bond Purchase Agreement or on the financial condition, properties or operations of the District or which in any way could materially adversely affect the availability of 2004 Parcel Tax Revenues;

(e) The execution and delivery of the Bonds, the Indenture, the Disclosure Certificate, the Escrow Agreement and this Bond Purchase Agreement, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Bond Purchase Agreement or the financial condition, properties or operations of the District or its properties.

(f) The District is not in breach or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions described in the Indenture, the Disclosure Certificate, this Bond Purchase Agreement, the Escrow Agreement or the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(g) Both at the time of acceptance hereof by the District, and at the Closing Date, neither the Preliminary Official Statement nor the Official Statement does or will not contain any untrue statement of a material fact or omit any statement or information concerning the District which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(h) If between the date of this Bond Purchase Agreement and 90 days following the Closing Date any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter and if, in the opinion of the Underwriter, such event

requires the preparation and publication of a supplement or amendment to the Official Statement, the District will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter, provided all expenses thereby incurred will be paid by the District. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Bond Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Bond Purchase Agreement by notification to the District at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

(i) The District has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operation or condition, financial or otherwise, of the District since June 30, 2021, which is not described in the Preliminary Official Statement or the Official Statement, whether or not arising from transactions in the ordinary course of business;

(j) Between the date hereof and the date of the Closing, the District will not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business;

(k) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the District of its obligations hereunder or under the Indenture, the Disclosure Certificate, the Escrow Agreement or the consummation of the transactions described in the Official Statement have been or will be duly obtained and no further consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the District is or will be required for the issue and sale of the Bonds or the consummation by the District of the other transactions described in this Bond Purchase Agreement and the Official Statement, except as such may be required under the state securities or Blue Sky laws in connection with the distribution of the Bonds by the Underwriter (as to which no representation or warranty is given by the District);

(l) After the Closing, the District will (a) not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by its counsel and (b) for so long as the Underwriter is obligated by Rule 15c2-12 to deliver Official Statements to prospective purchasers, if any event relating to or affecting the District or its present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter (at the expense of the District for 25 days from the date of Closing, and thereafter at the expense of 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) which will amend or supplement the Official Statement so that it will not contain an 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, not misleading. For the purposes of this subsection, the District will furnish such information with respect to itself and its present and proposed facilities as the Underwriter may from time to time reasonably request.

Unless otherwise notified by the Underwriter, the District can assume that the underwriting period (as defined in Rule 15c2-12) ends on the Closing Date;

(m) The District 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 (i) 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 (ii) to determine the eligibility of the Bonds for investment under the laws of such state 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 District be required to 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;

(n) The audited financial statements of the District for the fiscal year ended June 30, 2021 which are referred to in the Preliminary Official Statement and the Official Statement (and summarized in Appendix A thereto), present fairly and accurately the financial condition and operations of the District for that period in accordance with generally accepted accounting principles and on a basis consistent with past accounting practices reflected in the prior fiscal year's audited financial statements; and

(o) Except as described in the Preliminary Official Statement and the Official Statement, the District has complied, in all material respect, with all continuing disclosure obligations it has undertaken, and which have been in effect for the past five years.

The execution and delivery of this Bond Purchase Agreement by the District shall constitute a representation by the District to the Underwriter that the representations, warranties and agreements contained in this Section 4 are true as of the date hereof; provided that as to all matters of law the District is relying on the advice of counsel to the District; and provided further that no member of the governing body of the District shall be individually liable for the breach of any representation, warranty or agreement contained herein.

5. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the provisions hereof, and to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Official Statement, the Indenture, this Bond Purchase Agreement, the Disclosure Certificate and the Escrow Agreement shall be in full force and effect in the form heretofore submitted to the Underwriter, with only such changes as shall be agreed to in writing by the Underwriter, and there shall have been taken in connection with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Quint & Thimmig LLP, Bond Counsel, shall be necessary and appropriate;

(b) At the Closing Date, the Official Statement, the Indenture, this Bond Purchase Agreement, the Disclosure Certificate and the Escrow Agreement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation shall have been enacted by the Congress of the United States or the Legislature of the State of California or favorably reported thereto for passage by any Committee to which such legislation has been referred for consideration or be pending before any such Committee or shall have been recommended to the Congress of the United States for passage by the President of the United States or recommended to the Legislature of the State of California for passage by the Governor of the State of California, or a decision shall have been rendered by a court of the United States, including the Tax Court of the United States, or of the State of California, or a ruling or an official release shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State of California authority having jurisdiction over tax matters, with respect to federal or State of California taxation upon revenues or other income of the District or upon interest on obligations of the general character of the Bonds, or other actions or events shall have transpired that would, in the reasonable judgment of the Underwriter, have the purpose or effect, directly or indirectly, of changing the federal or State of California tax consequences of any of the transactions contemplated in connection herewith and that in the reasonable judgment of the Underwriter, affects materially and adversely (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(2) legislation shall have been enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of competent jurisdiction 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 Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying obligations, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or that the issuance, offering or sale of the Bonds, including any or all underlying obligations, is or would be in violation of the federal securities laws as amended and then in effect or that suspends the use of the Official Statement or any supplement thereto or any proceeding for such purpose shall have been initiated or threatened in any such court or by any such authority;

(3) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or the engagement in major hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities

generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(6) the withdrawal or downgrading of any rating of the Bonds by a national rating agency or notice having been given by a national rating agency of any intended or potential downgrading or other review or possible change in such rating that does not indicate the direction of such possible change; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency relating to Circular 230 (31 C.F.R. part 10) is issued, made or proposed, that, in the judgment of the Underwriter, affects materially and adversely the market for the Bonds or the market price generally of obligations of the general character of the Bonds.

(d) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) Copies of the Indenture, the Disclosure Certificate and the Escrow Agreement, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(2) An approving opinion, dated the Closing Date and addressed to the District, of Quint & Thimmig LLP, Bond Counsel, in substantially the form attached as Appendix D to the Official Statement, together with a letter from said Bond Counsel authorizing the Underwriter to rely on said opinion, and a supplemental opinion in form acceptable to the Underwriter and the District, dated the Closing Date and addressed to the Underwriter and the District, to the effect that:

(i) the Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter, is a valid and binding obligation of the District, subject to laws relating to bankruptcy, insolvency, reorganization arrangement, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against a local health care district in the State of California;

(ii) the statements contained in the Official Statement in the sections thereof entitled: "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," "EXHIBIT C—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," and "EXHIBIT D—FORM OF FINAL OPINION OF BOND COUNSEL," insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the Disclosure Certificate, the Escrow Agreement and Bond Counsel's opinion concerning certain tax matters are accurate in all material respects; and

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(3) An opinion dated the Closing Date and addressed to the District and the Underwriter, of Foley & Lardner LLP, counsel to the District, in substantially the form attached hereto as Exhibit C.

(4) A certificate of the Executive Director of the District, or such other officer as is acceptable to the Underwriter, dated the Closing Date, to the effect that the representations and agreements of the District contained herein are true and correct in all material respects as of the Closing Date, and:

(i) no litigation is pending or, to the knowledge of such officer, threatened (a) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of Revenues pledged under the Indenture, (b) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Disclosure Certificate or this Bond Purchase Agreement, or (c) in any way contesting the existence or powers of the District;

(ii) no event affecting the District has occurred since the date of the Official Statement which 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 and information therein, in the light of the circumstances under which they were made, not misleading;

(iii) since June 30, 2021, no material and adverse change has occurred in the financial position or results of operations of the District other than as is set forth in the Official Statement;

(iv) the District has not, since June 30, 2021, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; and

(v) no proceedings are pending or threatened (1) in any way contesting or affecting the District's status as a local health care district or (2) to subject any income of the District to federal income taxation;

(5) Satisfactory evidence that the Bonds have been rated “___” or better by Moody's Investors Service;

(6) An opinion of Jennings, Strouss & Salmon, P.L.C., as disclosure counsel (“Disclosure Counsel”), addressed to the District and the Underwriter, to the effect that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and to the effect that, based upon its participation in the preparation of the Official Statement as Disclosure Counsel and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Official Statement or as of the date of Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system and the information included in Appendices thereto, as

to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(7) A certified copy of the Resolution authorizing the execution and delivery of the Bonds, the Indenture, the Disclosure Certificate, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement and ratifying the distribution of the Preliminary Official Statement and authorizing distribution of the Official Statement;

(8) An opinion of counsel to the Trustee in form and substance satisfactory to the Underwriter and Bond Counsel;

(9) A certificate of the Trustee, dated the Closing Date and signed by an authorized Underwriter of the Trustee, to the effect that:

(i) The Trustee is a duly organized and existing national banking association in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Indenture;

(ii) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture;

(iii) The Bonds have been duly authenticated and delivered by the Trustee;

(iv) The execution and delivery of the Indenture and the authentication and delivery of the Bonds and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under any law, administrative regulation, court decree, resolution, articles of association, bylaws or other agreement to which the Trustee is subject or by which it is or may be bound; provided, however, the Trustee need not make any representations and warranties with respect to compliance with any federal and state securities laws; and

(v) 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, served upon or, to the best of the Trustee's knowledge, threatened against the Trustee, affecting the existence of the Trustee, or the entitlement of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Bonds or the collection of revenues pledged or to be pledged to pay the principal, redemption premium, if any, and interest represented by the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or the Bonds; or contesting the power or authority of the Trustee to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture or the Bonds;

(10) An opinion of counsel to the Escrow Bank in form and substance satisfactory to the Underwriter and Bond Counsel;

(11) A certificate of the Escrow Bank, dated the Closing Date and signed by an authorized Underwriter of the Escrow Bank, to the effect that:

(i) The Escrow Bank is a duly organized and existing national banking association in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Escrow Agreement;

(ii) The Escrow Bank is duly authorized to enter into the Escrow Agreement and has duly executed and delivered the Escrow Agreement;

(iii) The execution and delivery of the Escrow Agreement and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Escrow Bank's duties under any law, administrative regulation, court decree, resolution, articles of association, bylaws or other agreement to which the Escrow Bank is subject or by which it is or may be bound; provided, however, the Escrow Bank need not make any representations and warranties with respect to compliance with any federal and state securities laws; and

(iv) 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, served upon or, to the best of the Escrow Bank's knowledge, threatened against the Escrow Bank, affecting the existence of the Escrow Bank, or the entitlement of its officers to their respective offices or in any way contesting or affecting the validity or enforceability of the Escrow Agreement; or contesting the power or authority of the Escrow Bank to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Escrow Agreement;

(12) A defeasance opinion of Bond Counsel, relating to the Prior Bonds;

(13) the opinion of Bond Counsel relating to certain bankruptcy matters, addressed to District and the Underwriter, substantially in the form attached hereto as Exhibit D; and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, Bond Counsel or counsel to the Underwriter may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the District contained herein, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall have any further obligation hereunder.

6. Indemnification. To the extent permitted by law, the District agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in section 15 of the Securities Act) the Underwriter against any and all losses, claims, damages, liabilities and expenses (i) arising out of any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein or that is necessary to make the statements therein not misleading in any material respect, and (ii) to the extent of the aggregate amount paid in settlement of any litigation

commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the District; provided, however, that in no event shall this indemnification agreement inure to the benefit of the Underwriter (or any person controlling the Underwriter) on account of any losses, claims, damages, liabilities or actions founded on any untrue statement or omission contained in the Preliminary Official Statement or Official Statement arising from the sale of the Bonds upon the public offering to any person by the Underwriter if such losses, claims, damages, liabilities or actions arise out of, or are based upon, an untrue statement or omission or alleged untrue statement or omission which is the basis of the loss, claim, damage, liability or action for which indemnification is sought and a copy of the Official Statement had not been sent or given to such person at or prior to confirmation of such sale to him or her, unless such failure to deliver the Official Statement was a result of noncompliance by the District with Section 1(g), Section 2(h) or Section 2(l) hereof. In case any claim shall be made, or action brought against the Underwriter or any controlling person based upon the Official Statement for which indemnity may be sought against the District, as provided above, the Underwriter shall promptly notify the District in writing setting forth the particulars of such claim or action and the District shall assume the defense thereof, including the retaining of counsel acceptable to the District and the payment of all expenses. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action but shall bear the fees and expenses of such counsel unless (i) the District shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Underwriter or any controlling person or persons, and the District and the Underwriter or controlling person or persons have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the District, in which case the District shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

7. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 6 hereof is applicable but for any reason is held to be unavailable from the District, to the extent permitted by law, the District and the Underwriter shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting any contribution received by the District from persons who control the District within the meaning of the federal securities acts, officers of the District who signed the Official Statement, who may also be liable for contribution) to which the District and the Underwriter may be subject in such proportions that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount set forth in the Official Statement bears to the offering price appearing thereon and the District is responsible for the balance; provided, however, that (i) in no case shall the Underwriter be responsible for any amount in excess of the underwriting discount applicable to the Bonds purchased by the Underwriter pursuant to the Bond Purchase Agreement and (ii) no person guilty of fraudulent misrepresentation (within the meaning of section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person, if any, who controls the Underwriter within the meaning of the federal securities acts, shall have the same rights to contribution as the Underwriter, each person, if any, who controls the District within the meaning of the federal securities acts and each officer of the District who shall have signed the Official Statement shall have the same rights to contribution as the District, subject in each case to clauses (i) and (ii) of this Section 7. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 7, notify such party or parties from whom contribution may be sought, but the omission to so notify such party from whom contribution may be sought shall not relieve the party or parties from whom contribution may be sought from any other obligation or they may have

hereunder or otherwise than under this Section 7. No party shall be liable for contribution with respect to any action or claim settled without its consent.

8. Expenses. All reasonable expenses and costs of the District incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including printing costs, fees and expenses of the Trustee, fees and expenses of consultants and reasonable fees and expenses of Bond Counsel, counsel to the District and Disclosure Counsel, shall be paid by the District. All fees and expenses to be paid by the District pursuant to this Bond Purchase Agreement may be paid from Bond proceeds to the extent permitted by the Indenture. All out-of-pocket expenses of the Underwriter, including travel and other expenses, CUSIP Service Bureau charges and California Debt Advisory Commission fees, shall be paid by the Underwriter.

9. Notices. Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing at the District's address set forth above; any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 11635 Rosewood Street, Leawood, KS 66211, Attention: Mr. Todd C. Van Deventer, Managing Director. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the District.

10. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements made by the District in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds hereunder, and (iii) any termination of this Bond Purchase Agreement.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Miscellaneous. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be part hereof.

13. Counterparts. This Bond Purchase Agreement may be signed in two or more counterparts (including counterparts represented by facsimile copies and/or containing facsimile

signatures); all such counterparts, when signed by all parties, shall constitute but one single agreement.

Very truly yours,

By PIPER SANDLER & CO., as Underwriter

By _____
Authorized Officer

Accepted and Agreed to:

WEST CONTRA COSTA HEALTHCARE
DISTRICT

By _____
Executive Director

EXHIBIT A

MATURITY SCHEDULE

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing on or after July 1, ____, are also subject to redemption prior to their respective stated maturities upon not less than forty-five (45) calendar days prior written notice by the District to the Trustee, from moneys deposited in the Optional Redemption Account or from any other source of available funds, as a whole or in part (in such maturities as are designated by the District, or if the District fails to so designate, in inverse order of maturity, and by lot within a maturity) on any date on or after July 1, ____, at a redemption price equal to the principal amount of Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on July 1, ____, are also subject to redemption prior to their stated maturity in part, by lot, on July 1, ____, and each July 1 thereafter, to and including July 1, ____, from Mandatory Sinking Account Payments listed below, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium.

<u>Mandatory Sinking Account Payment Dates (July 1)</u>	<u>Mandatory Sinking Account Payments</u>
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† Maturity

The Bonds maturing on July 1, ____, are also subject to redemption prior to their stated maturity in part, by lot, on July 1, ____, and each July 1 thereafter, to and including July 1, ____, from Mandatory Sinking Account Payments listed below, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking
Account Payment Dates
(July 1)

Mandatory
Sinking Account
Payments

† Maturity

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

§ _____
WEST CONTRA COSTA HEALTHCARE DISTRICT
Refunding Revenue Bonds, Series 2021

ISSUE PRICE CERTIFICATE OF UNDERWRITER

The undersigned, on behalf of Piper Sandler & Co., as Underwriter, ("Piper"), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. 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 was sold to the Public is the respective price listed in Schedule 1.

2. Initial Offering Price of the Bonds Hold-the-Offering Price Maturities.

(a) Piper offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 (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 2.

(b) As set forth in the Bond Purchase Agreement, Piper 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. Pursuant to such agreement, no Underwriter (as defined below) has 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.

3. Defined Terms.

(a) "General Rule Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "General Rule Maturities."

(b) "Hold-the-Offering Price Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "Hold-the-Offering Price Maturities."

(c) "Holding Period" means, for each Maturity of the Bonds, 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, or (ii) the date on which Piper has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) "Issuer" means the West Contra Costa Healthcare District.

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

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

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December __, 2021.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a 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 Piper's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, Piper makes no representation as to the legal sufficiency of the factual matters set forth herein. 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 arbitrage certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig 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 the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

Dated: December __, 2021

PIPER SANDLER & CO., as Underwriter

By _____
Managing Director

SCHEDULE 1 TO ISSUE PRICE CERTIFICATE

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

\$ _____
WEST CONTRA COSTA HEALTHCARE DISTRICT
Refunding Revenue Bonds, Series 2021

General Rule Maturities	Hold-the- Offering Price Maturities	Maturity (July1)	Principal Amount	Interest Rate	Price
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c Priced to the 7/1/___ par call date.

SCHEDULE 2 TO ISSUE PRICE CERTIFICATE

PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE DISTRICT

[Closing Date]

Piper Sandler & Co.
11635 Rosewood Street
Leawood, KS 66211

Re: \$_____ West Contra Costa Healthcare District Refunding Revenue Bonds Series 2021

Ladies and Gentlemen:

We have served as District Counsel for the West Contra Costa Healthcare District (the "District") in connection with the issuance of West Contra Costa Healthcare District Refunding Revenue Bonds Series 2021 (the "Bonds"), by the District in the aggregate principal amount of \$_____. The Bonds are issued pursuant to the provisions of section 53570 et seq. of the California Government Code and are issued under and secured by an Indenture of Trust, dated as of December 1, 2021 (the "Indenture"), by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold pursuant to a Bond Purchase Agreement, dated December __, 2021 (the "Bond Purchase Agreement"), between the District and Piper Sandler & Co., as underwriter.

The proceeds from the sale of the Bonds will be used to provide funds to (i) refund, on a current basis, the outstanding West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2018 (the "2018 Bonds"), and the outstanding West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2019 (the "2019 Bonds" and, with the 2018 Bonds, the "Prior Bonds), and (ii) pay the costs of issuing the Bonds.

In connection with this opinion, we have assumed the authenticity of all records, documents, and instruments submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all records, documents, and instruments submitted to us as copies. We also have assumed that there are no facts or circumstances relating to you that might prevent you from enforcing any of the rights to which our opinion relates. We have based our opinion upon our review of the following records, documents and instruments:

- (a) A copy of the Indenture.
- (b) A copy of the Bond Purchase Agreement.
- (c) A copy of the Disclosure Certificate (hereinafter defined).
- (d) A copy of that certain Escrow Agreement relating to the refunding of the Prior Bonds, to be dated the date hereof (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank").

- (e) A copy of the Preliminary Official Statement, dated May 31, 2021 (the "Preliminary Official Statement") and the Official Statement, dated December __, 2021 (the "Official Statement") relating to the Bonds.
- (f) Resolution No. __ (the "Resolution") adopted by the District authorizing the execution and delivery of the Bonds and the Transaction Documents (hereinafter defined).

The documents and instruments listed above are collectively referred to herein as the "Transaction Documents."

Where our opinion relates to our "knowledge," such knowledge is based upon our examination of the records, documents, instruments, and certificates enumerated or described above and the actual knowledge of attorneys in this firm who are currently involved in substantive legal representation of the District. With your consent, we have not examined any records of any court, administrative tribunal or other similar entity in connection with our opinion. Except as described herein, we have undertaken no investigation or verification of such matters.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate for the purpose of this opinion, and subject to the limitations and qualifications expressed below, it is our opinion that:

(1) The District is a local health care district duly existing under the laws of the State of California, has full legal right, power and authority to enter into the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Certificate, dated December __, 2021 (the "Disclosure Certificate"), the Official Statement and the Escrow Agreement and to carry out and consummate all transactions contemplated by the Indenture, the Bond Purchase Agreement, the Disclosure Certificate, the Official Statement and the Escrow Agreement.

(2) The Official Statement has been duly authorized, executed and delivered by the District.

(3) The Resolution, approving and authorizing the execution of the Indenture, the Bond Purchase Agreement, the Bonds, the Disclosure Certificate, the Official Statement and the Escrow Agreement was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and voted.

(4) To our knowledge, except for litigation disclosed in the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against the District to restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, contesting any authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Disclosure Certificate, the Escrow Agreement or the Bond Purchase Agreement, contesting the existence or powers of the District with respect to the issuance of the Bonds or the security therefor wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Indenture, the Disclosure Certificate, the Bond Purchase Agreement, the Escrow Agreement or the validity of the Bonds.

(5) The Bonds, the Indenture, the Official Statement, the Disclosure Certificate, the Bond Purchase Agreement and Escrow Agreement have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other

parties thereto where applicable, are valid and binding limited obligations of the District enforceable in accordance with their terms.

(6) Based upon the information made available to us in the course of our participation in the preparation of the Official Statement as counsel for the District, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, to our knowledge the Official Statement (excluding therefrom the financial, statistical and economic data or determinations or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions and expressions of opinion, and the information about DTC and the book-entry system included in the Official Statement, as to which we express no opinion) contains any untrue statement of a material fact 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 opinion is limited to the federal laws of the United States of America and the laws of the State of California. We disclaim any opinion as to the laws of any other jurisdiction and we further disclaim any opinion as to any statute, rule, regulation, ordinance, order or other promulgation of any regional or local governmental body. This opinion is based upon the law in effect on the date hereof, and we assume no obligations to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise. In connection with this opinion letter, we also have assumed the following: (a) consideration has been duly given under the Transaction Documents; (b) the District is the legal, beneficial and record owner of the collateral described in any Transaction Documents and the descriptions of collateral in the Transaction Documents sufficiently describe the collateral intended to be covered by such documents; (c) any lien documents are in suitable form, notarized if required, and duly filed or recorded with the appropriate government offices; (d) the Transaction Documents accurately describe the mutual understanding of the parties thereto, and that there are no oral or written statements that modify, amend, or vary, or purport to modify, amend, or vary, any of the terms of the Transaction Documents; (e) the information, factual matters, representations and warranties contained in the Transaction Documents, records, certificates and other documents we have reviewed are true, correct and complete; and (f) the other parties to Transaction Documents have the proper authority to engage in the transactions contemplated thereunder and at all times have complied and will comply with the Transaction Documents and related documents and with all applicable requirements governing their actions and will act in a commercially reasonable manner.

In connection with this opinion, we advise you that:

A. Enforceability is subject (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium, and other laws of general applicability relating to or affecting creditors' rights, (ii) to general principles of equity, whether such enforcement is considered in a proceeding in equity or at law, (iii) to limitations imposed by applicable law or public policy on the enforceability of the indemnification provisions, and (iv) to the qualification that certain waivers, procedures, remedies, and other provisions of the Transaction Documents may be unenforceable under or limited by applicable law.

B. The enforceability of the Transaction Documents is further subject to the effect of general principles of equity. These principles include, without limitation, concepts of commercial reasonableness, materiality and good faith and fair dealing. These principles require the parties to act reasonably, in good faith and in a manner that is not arbitrary or capricious in the administration and enforcement of the Transaction Documents and will preclude them from invoking penalties for defaults that bear no reasonable relation to the damage suffered or that would otherwise work a forfeiture.

C. The effectiveness of indemnities, rights of contribution, exculpatory provisions and waivers of the benefits of statutory provisions may be limited on public policy grounds.

D. Section 1717 of the California Civil Code provides that, in any action on a contract where the contract specifically provides that attorneys' fees and costs incurred to enforce that contract shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing in the action, whether that party is the party specified in the contract or not, shall be entitled to reasonable attorneys' fees in addition to other costs.

E. Any provisions of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

F. Section 9109(d)17 of the California Uniform Commercial Code (the "Code") provides that the secured transactions provisions of the Code do not apply to transfers by a government or governmental unit, and, therefore, the rights and remedies of the Trustee under the Transaction Documents which purport to incorporate rights and remedies under the Code may not be enforceable and as such, we express no opinion on such matters.

G. Any provisions of the Transaction Documents regarding another party's right to apply proceeds of fire or other casualty insurance policies or awards of damages in condemnation proceedings against the District's secured obligations will not be enforceable unless application of such proceeds or damages is reasonably necessary to protect such security interests.

H. We assume that in the enforcement of any lien documents, all parties will act in accordance with applicable statutory and other legal requirements, including applicable case law and that enforcement of rights or remedies thereunder may be limited when imposing fees and charges in the event of default, upon acceleration of the District's obligations for transfers of interests, leases, or grants of junior encumbrances, attempting to secure a deficiency claim before exhausting the secured property or other remedies, among other things.

I. We have further relied on certain representations, warranties and covenants of the District in the Transaction Documents. Any variations may affect the opinions we are giving.

J. In connection with our opinion, we have not reviewed and express no opinion on (i) financial statements or covenants, financial or audit reports or the consents related thereto or similar provisions requiring financial calculations or determinations, (ii) provisions relating to the occurrence of a "material adverse effect" or similar words, or (iii) parol evidence bearing on interpretation or construction.

We express no opinion as to: (a) the priority of any lien or security interest created, or purported to be created, by any of the Transaction Documents or the enforceability of any lien in the real property of the District; (b) any securities, tax, anti-trust, land use, export, safety, environmental, hazardous materials, choice of law, insurance company or banking laws, rules or regulations; (c) applicable interest rate limitations of California law for loans or forbearances; or (d) the effect on the District's obligations, and any other party's rights, under the Transaction Documents of laws relating to fraudulent transfers and fraudulent obligations set forth in sections 544 and 548 of the federal Bankruptcy Code and sections 3439 *et seq.* of the California Civil Code.

In rendering our opinion, we are expressing no opinion on the validity of the Bonds.

We furnish this opinion as counsel to the District and only the addressee and Quint & Thimmig LLP may rely upon it. This letter shall not be used, quoted, distributed, circulated or relied upon by any other person or entity for any purpose, without our prior written consent.

Respectfully submitted,

EXHIBIT D
LIEN OPINION

[Closing Date]

West Contra Costa Healthcare District
651 Pine Street
Martinez, CA 94553

Piper Sandler & Co.
11635 Rosewood Street
Leawood, KS 66211

Re: West Contra Costa Healthcare District Refunding Revenue Bonds, Series 2021

Ladies and Gentlemen:

We have acted as special counsel to the West Contra Costa Healthcare District (the "District") in connection with the issuance by the District of its Refunding Revenue Bonds, Series 2021 (the "Bonds"), pursuant to that certain Indenture, dated as of November 1, 2018, by and between the District and U.S. Bank National Association, as trustee. As used herein, "Parcel Tax Revenues" means all of the revenues generated from parcel taxes levied pursuant to Measure D, approved by the voters of the District at the special election held on June 8, 2004, as described in section 5451.5 of the California Government Code.

A. Opinion Requested

You have requested our opinion as to whether, if the District were to become the debtor in a case under the United States Bankruptcy Code (Title 11, U.S.C.) (the "Bankruptcy Code") commenced after the date hereof, the court would hold that the lien described in section 5451.5 of the California Government Code on Parcel Tax Revenues is a "statutory lien" within the meaning of section 101(53) of the Bankruptcy Code, so that section 552(a) of the Bankruptcy Code would not in and of itself cause Parcel Tax Revenues acquired by the District after the commencement of such case to not be subject to such lien.

Our opinion is based solely upon our examination of such matters of law as we have deemed necessary for purposes of rendering such opinion. We have not made any investigation of any factual matter.

B. Analysis

1. Statutory Lien

Section 5451.5 of the California Government Code provides that:

(a) All obligations of the West Contra Costa Healthcare District in connection with any and all certificates of participation executed and delivered by or on behalf of the district between June 8, 2004, and December 31, 2012, including

certificates of participation executed and delivered before January 1, 2035, to refund those certificates of participation, shall be secured by a statutory lien on all of the revenues generated from parcel taxes levied pursuant to Measure D, approved by the voters of the district at the special election held on June 8, 2004.

(b) This lien shall arise automatically without the need for any action or authorization by the district or the board of directors of the district. The lien shall be valid and binding from the time the certificates of participation are executed and delivered.

(c) The parcel tax revenue shall immediately be subject to this lien, and the lien shall immediately attach to the parcel tax revenue and be effective, binding, and enforceable against the district, its successors, purchasers of those revenues, 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.

Section 101(37) of the Bankruptcy Code states that “[t]he term ‘lien’ means charge against or interest in property to secure payment of a debt or performance of an obligation.”

Section 101(53) provides that:

The term “statutory lien” means lien arising solely by force of a statute on specified circumstances or conditions, or lien of distress for rent, whether or not statutory, but does not include security interest or judicial lien, whether or not such interest or lien is provided by or is dependent on a statute and whether or not such interest or lien is made fully effective by statute.

Section 101(36) states that “[t]he term ‘judicial lien’ means lien obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding.” Section 101(51) provides that “[t]he term ‘security interest’ means lien created by an agreement.”

A leading bankruptcy commentator summarizes the effect of these definitions: “If the lien arises by force of statute, without any prior consent between the parties or judicial action, it will be deemed a statutory lien.” 2 Collier on Bankruptcy ¶ 101.53 at 101-206 (16th ed. 2011).

This summary is confirmed by the legislative history for Section 101:

Paragraph (27) defines “lien.” The definition is new and is very broad. A lien is defined as a charge against or interest in property to secure payment of a debt or performance of an obligation. It includes inchoate liens. In general, the concept of lien is divided into three kinds of liens: judicial liens, security interests, and statutory liens. Those three categories are mutually exclusive and are exhaustive except for certain common law liens.

Paragraphs (35) and (36) define “security agreements” and “security interest.” A security interest is one of the kinds of liens. It is a lien created by an agreement. Security agreement is defined as the agreement creating the security interest.

Paragraph (37) defines another kind of lien, "statutory lien." The definition, derived from current law, states that a statutory lien is a lien arising solely by force of statute on specified circumstances or conditions, and includes a lien of distress for rent (whether statutory, common law, or otherwise). The definition excludes judicial liens and security interests, whether or not they are provided for or are dependent on a statute, and whether or not they are made fully effective by statute. A statutory lien is the only one that arises automatically, and is not based on an agreement to give a lien or on judicial action. Mechanics', materialmen's and warehousemen's liens are examples. Tax liens are also included in the definition of statutory lien.

H.R. Rpt. No. 95-595 at 312, 314 (1977). To the same effect is S. Rpt. 95-989 at 25-27 (1978).

In the words of the legislative history, a statutory lien is only one that arises automatically, and is not based on an agreement to give a lien or on judicial action.

There are few bankruptcy cases considering the difference between a statutory lien and a security interest in the context of a financing. There are even fewer cases considering this question in the context of a municipal bankruptcy under Chapter 9 of the Bankruptcy Code. The issue was, however, litigated in the bankruptcy of Orange County.

The Bankruptcy Court in the bankruptcy of Orange County held that certain secured notes issued by Orange County pursuant to sections 53852 and 53856 of the California Government Code were not secured by a statutory lien: "The lien is not statutory because it does not arise solely by force of the statute. The County had to decide to pledge its revenues and designate the specific revenues that would secure the [notes]." *In re County of Orange*, 179 B.R. 185, 194 (Bankr. C.D. Cal. 1995).

On appeal, the District Court reversed. *In re County of Orange*, 189 B.R. 499 (C.D. Cal. 1995). The District Court noted that "[t]he difference between statutory liens and security interests is sometimes obscure." 189 B.R. at 502. The District Court concluded, however, that the lien under consideration was a statutory lien: "Section 53856 permits the County to decide whether to pledge, and what to pledge. But the statute itself imposes the pledge, without further action by the County. The County has no choice of the type of lien or its terms." 189 B.R. at 503.

The decision of the District Court was appealed to the United States Court of Appeals for the Ninth Circuit, but the parties settled while the appeal was pending. Thus, it difficult to regard the legal issues as having been definitively resolved in the Orange County litigation.

Section 5451.5 of the California Government Code does not permit the District to choose whether to pledge or what to pledge. Instead it provides that all obligations of the District in connection with specified certificates of participation shall be secured by a lien on the Parcel Tax Revenues. This lien arises regardless of the terms of any agreement that the District may enter into.

2. Section 552(a)

Section 552(a) of the Bankruptcy Code provides that:

Except as provided in subsection (b) of this section, property acquired by the estate or by the debtor after the commencement of the case is not subject to any lien resulting

from any security agreement entered into by the debtor before the commencement of the case.

Section 101(50) states that “[t]he term ‘security agreement’ means agreement that creates or provides for a security interest.” The legislative history to section 101(50) notes that “[s]ecurity agreement is defined as the agreement creating the security interest.” H.R. Rpt. No. 95-595 at 314 (1977). To the same effect is S. Rpt. 95-989 at 26 (1978).

A leading bankruptcy commentator summarizes the effect of section 552(a) as follows: “Because it is grounded in the Bankruptcy Code’s definition of ‘security interest,’ found in section 101, subsection (a) is confined to consensual liens and does not extend to nonconsensual or statutory liens.” 5 Collier on Bankruptcy ¶ 552.01[2] at 552-5 (16th ed. 2011) (citing *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 242 n. 5 (1989)).

Both the Bankruptcy Court and the District Court in the Orange County bankruptcy agreed that section 552(a) applies only to consensual liens and thus that if the lien under consideration were a statutory lien, then section 552(a) would have no effect on it. “Section 552(a), therefore, only applies to liens created by a security agreement and not to other types of liens.” 179 B.R. at 192 (footnote omitted). “By its terms, section 552(a) only applies to liens resulting from security agreements, not other types of liens such as statutory liens.” 189 B.R. at 502.

C. Opinions

Based on and subject to the foregoing, as well as the limitations set forth below and the further qualification that there is no case directly on point, it is our opinion that, if the District were to become a debtor in a case under the Bankruptcy Code commenced after the date hereof, and the matter were properly briefed and presented to a federal court with jurisdiction over such bankruptcy case, the court, exercising reasonable judgment after full consideration of all relevant factors, would hold that the lien described in section 5451.5 of the California Government Code on Parcel Tax Revenues is a “statutory lien” within the meaning of section 101(53) of the Bankruptcy Code, so that section 552(a) of the Bankruptcy Code would not in and of itself cause Parcel Tax Revenues acquired by the District after the commencement of such case to not be subject to such lien.

It is our opinion that, notwithstanding the phrase “including certificates of participation executed and delivered before January 1, 2035, to refund [the District’s 2004 and 2011 Certificates of Participation]” [emphasis added], the intent of such phrase was not to limit the ability to issue other obligations, such as the Bonds, but was merely using the same term as the obligations it permitted to be refunded.

D. Exceptions and Limitations

We express no opinion as (a) to any matter not governed by the Bankruptcy Code, or any matter governed by any provision of the Bankruptcy Code other than sections 101 and 552(a), any lien other than the lien described in section 5451.5 of the California Government Code, any collateral other than the Parcel Tax Revenues, or (d) any obligations other than the obligations of the District in connection with the Bonds. Without limiting the generality of the foregoing, we express no opinion as to the scope or applicability of the automatic stay of sections 362 and 922 of the Bankruptcy Code. We also express no opinion as to whether the District is eligible to be a debtor in a case under the Bankruptcy Code. See generally 11 U.S.C. § 109(c); Cal. Govt. Code § 53760; Chapter 675 of the California Statutes of 2011. We express no opinion as to any matter arising in the District’s recent bankruptcy case.

It is commonly understood, without any express statement, that opinion letters are necessarily technical and are informed by customary practice and usage. Thus, this opinion letter should not be used or relied on except in consultation with counsel. In particular, it is understood that an opinion letter is not a guaranty of an outcome but rather only an expression of professional judgment and that, in an actual case, a court could reach a different conclusion. Opinions on bankruptcy or other insolvency matters, moreover, are understood to have additional inherent limitations that do not exist in other legal opinions. These limitations arise, for instance, from the expansive equitable powers that courts can exercise in bankruptcy or other insolvency proceedings. See, e.g., *United States v. Energy Resources Co.*, 495 U.S. 545, 549 (1990) (recognizing “the traditional understanding that bankruptcy courts, as courts of equity, have broad authority to modify creditor-debtor relationships”); *Pepper v. Litton*, 308 U.S. 295, 304-05 (1939) (highlighting that equitable powers have been employed in bankruptcy “to the end that fraud will not prevail, that substance will not give way to form, that technical considerations will not prevent substantial justice from being done”); *SEC v. Great White Marine & Recreation, Inc.*, 428 F.3d 553, 556 (5th Cir. 2005) (confirming that a district court “has broad powers and wide discretion in equitable distributions,” including the authority to alter the priority of claims). These limitations may apply with greater force in the case of a municipal bankruptcy under Chapter 9 of the Bankruptcy Code than in a bankruptcy case under Chapter 7 or Chapter 11 because of the scarcity of reported decisions under Chapter 9, the relative infrequency of Chapter 9 cases, and the substantial deference that a court may accord to the need of a governmental entity to protect the public health, safety, and welfare. Especially because of the fundamental nature of the bankruptcy and insolvency processes, the risk of uncertain outcomes in actual cases cannot be eliminated even when an opinion letter is rendered. We express no view as to whether this opinion letter is suitable for your purposes.

This opinion letter speaks only as of its date. We have no obligation to update this opinion letter for any change in the law or the facts. This opinion letter may be relied upon solely by the addressee listed on the first page for use in connection with the transactions described in the first paragraph. No one else may rely upon this opinion letter or the opinions expressed herein without our prior written consent.

Very truly yours,