



PRICING AGREEMENT

SEC POST-ISSUANCE COMPLIANCE AND REPOSITORY SERVICES TULARE LOCAL HEALTH CARE DISTRICT, CALIFORNIA



Tulare Local Health Care District, California (the “District”) has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to compile and maintain undertaking requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information provided to DAC in connection with its bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements. The District may apply the DAC Bond™ logo to future bond issues alerting regulatory bodies, rating agencies, broker-dealers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A. The District is responsible for notifying DAC of any changes to CUSIP numbers, including but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding.

Compliance and Repository Services:

1. Prepare, with respect to the District, a list of required information to be included in the Annual Financial Report (quarterly or monthly) to be provided by the District, including whether Audited Financial Statements are required to be included in the Annual Financial Report, and the date by which such Annual Financial Report is to be provided for each Issue of bonds on the DAC system.
2. Review the historical information on file at EMMA and offer an online process (a “*Continuing Disclosure 5 Year Compliance Review*”) which will allow the District to customize, subject to the provisions of this Agreement, its use of the DAC system to determine whether there has been past compliance failures by the District with its prior continuing disclosure undertakings.
3. Provide an integrated repository for seamless disclosure of the District’s municipal bonds under Rule 15c2-12 and their non-municipal direct/taxable issues.
4. Provide templates in Excel format for completion of all operating data as required by each Continuing Disclosure Agreement (provided separately to DAC by the issuer) reviewed for completion and timeliness of all filings via the DAC system. All filings will be formatted to meet EMMA identification requirements for all filings effective, July 1, 2009.
5. Establish an automated tickler system with reporting due dates as required in each Continuing Disclosure Agreement (or the “Continuing Disclosure” summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) and linked to the Excel template prepared as stated above.
6. Provide notification for rating agencies’ actions affecting any outstanding bonds listed on DAC.
7. Disseminate original documents provided by the District to EMMA. The District is solely responsible for the content and accuracy of each document provided to DAC. DAC will retain all evidence of receipts and filings for the life of the bonds.
8. Offer a minimum of 12 hours of continuing education annually as approved by NASBA.
9. Assist in developing written SEC policies and procedures.



Investors Relations Services:


- 10. Establish a unique website for investor relations and repository of all compliance information (rolling five (5) years) to be held in DAC’s secured centralized database and available to any investors free of charge.
- 11. Provide bondholder reports, upon request, of investors reporting as required by the SEC.
- 12. Provide web casting on any scheduled investor calls through the use of audio/video technology, upon request.
- 13. Provide on-line, real-time questions and answer forum for investors.

For the services outlined above, DAC charges a one-time \$2,500 set-up fee for each new issue and a \$3,000 annual filing fee. The total fees due, are:

Set-up fee of existing undertakings + new bond issue	\$ 2,500
Ongoing annual filing/storage fee	<u>3,000</u>
Due Upon Execution	<u>\$ 5,500</u>

The services and this contract in its entirety described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC. This agreement may be cancelled by either party with thirty (30) day written notice.

DAC agrees to be audited annually for accessibility and to maintain conformance with WCAG 2.0 AA.

<p>By: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Paula Stuart CEO Digital Assurance Certification Dated: December 11, 2019</p>	<p>By: _____</p> <p>Name: Title: Tulare Local Health Care District, California Agreed to and effective on this date:</p>
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Any assistance services provided by DAC are not intended to be “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), and you acknowledge that DAC shall not be acting as a “municipal advisor” with respect to your “municipal financial products” or the “issuance of municipal securities” (as such terms are defined in the Act).

DAC will make the System available to the District subject to the Terms of Use posted on the System. The District acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. The District understands that to use the System, each of the District’s registered users must acknowledge acceptance of the Terms of Use on the District’s behalf, and the District represents that its users are authorized to accept the Terms of Use on the District’s behalf. The District may not use the System with respect to any bond issues of any third party or for any bonds issued by the District other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The District agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the District a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the District by DAC and will make any further use of the System an infringement of DAC’s intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.



Exhibit A

DAC will provide disclosure dissemination services with respect to the following bond issues:

	Bond Issue	MAX CUSIP
1	Series 2020 G.O. Refunding Bonds	TBD
2	Series 2020 Revenue Bonds	TBD
3	Series 2009 B-1 G.O. Bonds (Election of 2005) (Distressed)	89910NCL3
4	Series 2009 B-2 G.O. Bonds (Election of 2005) (Distressed)	89910NCP4
5	Series 2007 A G.O. Bonds (Election of 2005) XL Capital (Distressed)	89910NAR2
6	Series 2007 Refunding Revenue Bonds (Distressed)	89910RAS1

Please let us know if the above referenced list of eligible bond issues is accurate, making note of any additions or deletions needed to accurately reflect the municipal securities covered under this agreement.

The District agrees to notify DAC of any changes or additions to its CUSIP numbers.