PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement ("Agreement"), made and entered into this 11th day of March, 2026, by and between San Juan County Public Hospital District No. 3, doing business as Orcas Island Health Care District (the "District") and PFM Financial Advisors LLC (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the District desires to obtain the services of a financial advisor to develop and assist in implementing the District's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the District and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the District, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. In addition, upon the District's request, PFM may, under separate writing, including separate scope and fees, provide services related to Structured Products transactions (e.g. services related to the investment of bond proceeds, including, but not limited to, the design and competitive procurement of structured investments and fixed-income portfolios), and Investor Relations Advisory services (e.g. services related to assisting the District with optimizing their investor outreach efforts, including, but not limited to, support with investor communications, transaction information evaluation using proprietary analytics and maintaining investor database). The District acknowledges and agrees that PFM does not provide legal, tax, or accounting advice in connection with the services. The District is solely responsible for obtaining its own legal, tax, or accounting advice with respect to the Services and any related matter(s).

The District acknowledges and agrees that most tasks requested by the District will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement, or applicable separate agreement with the District for Structured Products or Investor Relations Advisory services. Upon the request of the District, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the District may provide additional services to the District under a separate writing, including separate scope and compensation, between the District and such affiliate or third party. The District acknowledges that, in certain circumstances, the same individual may provide services to the District on behalf of both PFM and one or more of its affiliates. For example, the District may elect to engage PFM for municipal advisory services and separately engage an affiliate of PFM for consulting or other non-municipal advisory services, where the same individual will serve under both engagements. In such cases, the services shall be provided strictly in accordance with the terms of the respective agreements between the District and PFM and/or the applicable Affiliate. The provision of services by an individual in such dual roles shall not alter or affect the separate legal responsibilities, obligations, or liabilities of PFM and its affiliates under their respective agreements with the District.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the District for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the District has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to the District.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to the District prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and the District shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of the District, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from March 1, 2026 until December 31, 2028 (the "Initial Term") and may be renewed for additional three (3) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless earlier terminated in writing by either party upon thirty (30) days written notice to the other party.

Further, this Agreement may be terminated by either party upon seven (7) days' written notice and opportunity to cure should one party fail to perform in accordance with its terms through no fault of the other.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE PROVIDED TO PFM

All information, data, reports, and records in the possession of the District or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be provided to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data as so provided. The District acknowledges that from time-to-time PFM may utilize third-party data in the provision of services to the District, including, without limitation, CUSIPs, ratings information, pricing information and other market or reference data, for which data fees or charges may be payable by the District.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT #3
410 Prune Alley, Unit B
Eastsound, WA 98245
Attention: Chris Chord, Superintendent

PFM FINANCIAL ADVISORS LLC
509 Olive Way, Suite 1416
Seattle, WA 98101
Attention: Thomas Toepfer, Managing Director, at toepfert@pfm.com

With copy to Duncan Brown, Director, at brownd@pfm.com

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the District. Subject to the exception described above, upon termination of this Agreement, at the District's reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the District copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

The services set forth in this Agreement shall be provided by PFM's project manager, Duncan Brown, Director, and other PFM employees as may be necessary. The District has the right to request, for any reason, that PFM replace any member of the advisory team. Should the District make such a request, PFM shall promptly suggest a substitute for approval by the District.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. STANDARD OF CARE

PFM will perform the services set forth in this Agreement in accordance with the standard of care ordinarily exercised by similarly licensed and qualified professionals performing services similar to those provided under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will either party to this Agreement be liable for any act or omission of any third party or for any circumstances beyond its reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Washington. PFM and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the District and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between the District and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by the District shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, and that the execution and delivery of this Agreement has been duly authorized by all necessary governance, corporate, or other entity actions including, where applicable, approval by its applicable governing board. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and PFM have executed this Agreement as of the day and year herein above written.

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT #3
d/b/a ORCAS ISLAND HEALTH CARE DISTRICT

By: ______________________

Name: Chris Chord

Title: Superintendent

PFM FINANCIAL ADVISORS LLC

By: ______________________

Name: Thomas Toepfer

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. General, ongoing services relative to periodic market updates, financial planning, credit ratings, and policy development, subject to fees set forth in Exhibit B, Section 1. Upon request of the District and to the extent requested by the District:

- Prepare cash flow analyses.
- Develop a financing plan in concert with District staff which would include recommendations as to the timing, size, and term of any bonds or bank loans, as well as preliminary recommendations regarding method of sale.
- Develop structuring alternatives for any proposed debt transaction (e.g., term and "shape" of debt service).
- Prepare educational materials for District staff and/or Board regarding property tax levies and/or bond financing.
- Act as the District's Independent Registered Municipal Advisor ("IRMA") in connection with the Municipal Advisor Rule, and review proposals/analyses provided by underwriters/banks.
- Provide general advice with respect to outstanding debt of the District.
- Assist the District in the formulation and periodic review of financial and debt management policies and procedures.
- Attend meetings with the District's staff, consultants, and other professionals.
- As requested, attend meetings of the District Board and/or assist District staff in the preparation of presentation materials for Board and other public meetings.
- Provide other financial advisory services as requested by the District.

2. Services related to debt transactions subject to transaction fees as set forth in Exhibit B, Section 2. Upon the request of the District or as required to complete the financing transaction:

- Assist the District by recommending the best method of sale, either as a negotiated sale, direct (bank) placement or a competitive sale.
- Prepare a time schedule and distribution list in connection with the proposed transaction.
- Review and comment on the authorizing bond resolution prepared by bond counsel in connection with the proposed transaction.
- For a negotiated sale, review underwriter's proposals and provide analysis of same to the District.
- For a direct bank placement, review lender proposals and provide analysis of same to the District

- Assist the District in the procurement of other services relating to debt issuance such as electronic dissemination of the Preliminary and final Official Statements, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in documents.
- If applicable, develop credit rating presentation(s) and coordinate with the District the presentation(s) to credit rating agencies.
- Review Preliminary and final Official Statements prepared on behalf of the District for use in marketing any bonds and meeting regulatory requirements, it being specifically understood that PFM is not responsible for the inclusion, omission or accuracy of any material in published offering documents except to the extent such material was specifically prepared and provided by PFM for inclusion in such documents.
- As applicable, advise the District on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the District in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- For any competitive sale of bonds, prepare (or assist in the preparation of) the official notice of sale, recommend sale parameters, subscribe for CUSIPs, take steps necessary to seek to ensure broad market exposure of the issue, and perform additional steps necessary and customary for competitive bond sales.
- Arrange for the closing of the transaction including preparation of closing settlement instructions.
- Provide other financial advisory services as necessary to execute the transaction(s).

In addition to the services identified above, PFM may also perform special projects as requested by the District. The scope of such project will be identified prior to undertaking the project. Such projects will be subject to fees based upon hourly rates, as set forth in Exhibit B, Section 1.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Hourly Project Fees

For financial planning and policy development services provided according to the scope of work in Exhibit A, Section 1, PFM will charge hourly fees as follows:

Experience Level	Hourly Rate
Managing Director	$425
Director	$415
Senior Managing Consultant	$400
Senior Analyst	$350
Analyst	$325
Associate (Administrative Support)	$200

2. Transaction Fees

For debt transactions according to the scope of work in Exhibit A, Section 2, PFM would charge a fixed fee of $39,000 for a public bond sale or $27,000 for a direct bank placement, billed at closing. Should a transaction be started and subsequently canceled by the District, PFM would charge for hours incurred to date based on the fee schedule described above (which in no event would exceed 70% of the anticipated fixed fee).

PFM will also charge a fee for data services related to bond, loan or financial product transactions which will be reflected on transaction invoices. For bond transactions, a data fee of $0.05 per $1,000 par amount of bond, with a maximum data fee of $5,000, will be charged for each bond issuance transaction. For bank loans and direct or privately placed bond transactions, a data fee of $0.025 per $1,000 par amount of bond, with a maximum data fee of $2,500, will be charged for each transaction.

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O) / Cyber Liability coverage which totals $5 million single loss/ aggregate.

Our Professional / Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $100 comprehensive & $1,000 collision
General Liability $0
Professional (E&O) / Cyber Liability $250,000
Crime $50,000

Insurance Company & AM Best Rating
Professional Liability (E&O)......................AIG Specialty Insurance Company (A; Stable)
Cyber Liability..AIG Specialty Insurance Company (A; Stable)
Crime..Berkley Regional Insurance Company (A+; Stable)
General Liability...The Phoenix Insurance Company (A++ Stable)
Automobile Liability...................................St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability.........................Travelers Property Casualty Company of America (A++ Stable)
Workers Compensation..............................Travelers Casualty Inc Co of America (A++ Stable)
& Employers Liability