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**HUNT MEMORIAL HOSPITAL DISTRICT  
GENERAL OBLIGATION BONDS,  
SERIES 2026**

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**PURCHASE AGREEMENT**

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January 13, 2026

Hunt Memorial Hospital District  
4215 Joe Ramsey Blvd. E  
Greenville, Texas 75401

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co. (the “Representative”), acting on its own behalf and on behalf of the other underwriters listed on **Schedule I** hereto (collectively, the “Underwriters”), and not acting as a fiduciary or agent for you, offers to enter into the following agreement (the “Agreement”) with the Hunt Memorial Hospital District (the “District”) acting through its Board of Directors (the “Board”), which, upon the District’s written acceptance of this offer, will be binding upon the District and upon the Underwriters. This offer is made subject to the District’s written acceptance hereof on or before 10:00 p.m., Central time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon written notice delivered to the District at any time prior to the acceptance hereof by the District. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Order (as defined herein) or in the Official Statement (as defined herein). The Representative represents and warrants to the District that it has been duly authorized to act on behalf of itself and the other Underwriters to enter into this Agreement and to take all actions, on behalf of the Underwriters, required or described to be performed by the Underwriters under this Agreement.

1. ***Purchase and Sale of the Bonds.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the District’s General Obligation Bonds, Series 2026 (the “Bonds”).

The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of, the order adopted by the Board on January 13, 2026 (the “Order”). The Bonds shall be dated, shall be in the aggregate principal amount, shall have the maturities, shall bear interest from the dates and at the rates, shall be subject to redemption, and shall have the characteristics and terms as set forth in **Schedule II** attached hereto.

The purchase price for the Bonds shall be \$[ ] (representing \$[ ] original principal amount of the Bonds, plus a [net] premium on the Bonds of \$[ ], less an underwriting discount of \$[ ]).

Each of the Underwriters certify that they are a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity and are exempt from filing a Certificate of Interested Parties Form 1295.

2. **Public Offering.** The Underwriters agree to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering prices set forth on page 2 of the Official Statement and may, subject to the provisions of Section 3 hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 3(a) hereof, after the initial public offering, the Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on page 2 of the Official Statement. The Representative shall, at or before closing, execute and deliver to of McCall, Parkhurst & Horton L.L.P., Dallas, Texas (“Bond Counsel”), an ‘issue price’ or similar certificate for the Bonds, together with the supporting pricing wires or equivalent communications, prepared by Bond Counsel and in substantially the form attached hereto as **Exhibit B** and in accordance with paragraph 3(a) below (the “Issue Price Certificate”).

3. **Establishment of Issue Price.**

(a) The Representative, on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an Issue Price Certificate, in a form substantially similar to the certificate attached hereto as **Exhibit B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, 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 II** attached hereto, 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). At or promptly after the execution of this Agreement, the Representative shall report to the District the price or prices at which the Underwriters have sold to the public each maturity of the Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in **Schedule II** attached hereto, except as otherwise set forth therein. **Schedule II** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Representative, on behalf of the Underwriters, agree that (i) the

Representative will retain all unsold Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such Bonds to any other Underwriter and (ii) 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 Representative will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the District when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The District acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among Underwriters and the related pricing wire(s), (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wire(s), and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wire(s). The District further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, applicable to the Bonds.

(d) The Representative confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wire(s), contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A)(i) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wire(s); (B) to promptly notify the Representative 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 Underwriter, dealer, or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and

(2) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wire(s), contains or will contain language obligating each Underwriter 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 allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wire(s).

(e) The Representative, on behalf of itself and the Underwriters, acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “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),

(3) 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 (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) 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 (iii) 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

(4) “sale date” means the date of execution of this Agreement by all parties.

#### 4. ***The Official Statement.***

(a) The District previously has delivered, or caused to be delivered, copies of the Preliminary Official Statement for the Bonds, which is dated [December \_\_], 2025 (the “Preliminary Official Statement”), to the Underwriters in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board’s (“MSRB”) Rule G-32 (“Rule G-32”). The District will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “Rule”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof with only such changes as have been accepted by the Representative or are permitted by the Rule, and (4) in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are herein referred to as the “Official Statement.” Until the Official Statement has been prepared and is available for distribution, the District shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in an electronic format) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared (in an electronic format) by the District for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The District hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the District as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The District represents that District officials have reviewed and approved the information in the Preliminary Official Statement, and the District hereby authorizes the distribution and use of the Preliminary Official Statement, and the information therein contained, by the Underwriters in connection with the public offering and the sale of the Bonds. The District ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds. The District shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the District's acceptance of this Agreement (but, in any event, not later than within seven business days after the District's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for it to comply with Section (b)(4) of the Rule and the rules of the MSRB. The District hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the District becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit 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, or if it is necessary to amend or supplement the Official Statement to comply with law, the District will notify the Representative (and for the purposes of this clause provide the Representative with such information as the Representative may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish, at the District's own expense (in a form and manner reasonably approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit 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 or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty, or covenant made herein, or any certificate delivered by the District in accordance herewith, the District makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of (i) The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, or (ii) the information under the subcaptions "OTHER INFORMATION – Underwriting". If such notification shall be subsequent to the Closing, the District shall furnish such legal opinions, certificates, instruments, and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The District shall provide any such amendment or supplement, or cause any such

amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 4(d) above) with (i) the MSRB or its designee (including the MSRB’s Electronic Municipal Market Access System) or (ii) other repositories approved from time to time by the United States Securities and Exchange Commission (either in addition to or in lieu of the filing referred to in clause (i) above). Unless otherwise notified in writing by the Representative, the District can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. ***Representations, Warranties, and Covenants of the District.*** The District hereby represents and warrants to and covenants with the Underwriters that on the date hereof and on the date of Closing:

(a) The District is a hospital district and political subdivision of the State of Texas (the “State”) duly created, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the Constitution and general laws of the State, including Texas Special District Local Laws Code, Chapter 1044, as amended (such constitutional provisions and statutory authorizations as they relate to the Bonds, are collectively, the “Act”), and at the date of the Closing will continue to have full legal right, power, and authority under the Act and the Order (i) to enter into, execute, and deliver this Agreement and all documents required hereunder and under the Order to be executed and delivered by the District, including the Tax Collection Trust Account Agreement between the District and The Bank of New York Mellon Trust Company, N.A., as trust agent (the “Tax Collection Trust Agreement”) and the Instructions to Tax-Assessor Collector dated as of \_\_\_\_\_, 2026 signed by the District (the “Instructions to Tax-Assessor Collector”) (this Agreement, the Order, the Tax Collection Trust Agreement, the Instructions to Tax-Assessor Collector and the Undertaking (as defined herein) are hereinafter referred to as the “District Documents”), (ii) to sell, issue, and deliver the Bonds to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in the District Documents and the Official Statement, and the District has complied, and will at the Closing be in compliance, in all material respects with the terms of the Act and the District Documents as they pertain to such transactions.

(b) By all necessary official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized all necessary action to be taken by it for (i) the adoption of the Order and the issuance and sale of the Bonds on the terms set forth herein, (ii) the approval, execution and delivery of, and the performance by the District of the obligations on its part, contained in the Bonds and the District Documents, (iii) the approval, distribution, and use of the Preliminary Official Statement and the approval, distribution and use of the Official Statement by the Underwriters in connection with the public offering of the Bonds and (iv) the consummation by it of all other transactions described in the Official Statement, the District Documents, and any and all such other agreements and documents as may be required to

be executed, delivered, and/or received by the District in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(c) This Agreement constitutes a legal, valid, and binding obligation of the District, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the other District Documents, when duly executed and delivered, will constitute legal, valid, and binding obligations of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Order and this Agreement, will constitute legal, valid, and binding obligations of the District entitled to the benefits of the Order and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Order will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of ad valorem taxes and the lien it purports to create as set forth in the Order.

(d) To its knowledge, the District is not in material breach of or in default in any material respect under any applicable constitutional provision, law, or administrative regulation of the State or the United States relating to the issuance of the Bonds 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 to which the District or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the business or financial condition of the District has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any of the foregoing; and the execution and delivery of the Bonds and the District Documents and the adoption of the Order and compliance with the provisions therein, will not conflict with or constitute a material breach of or default in any material respect under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Bonds or under the terms of any such law, regulation, or instrument, except as provided by the Bonds and the Order.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the District Documents, the issuance of the Bonds or the due performance by the District of its obligations under the District Documents and the Bonds have been duly



obtained, except for the approvals of the Bonds by the Attorney General of the State and the registration of the Bonds by the Comptroller of Public Accounts of the State and such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(f) The Bonds and the Order conform to the descriptions thereof contained in the Official Statement under the caption “THE BONDS”; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption “PLAN OF FINANCING”; and the Undertaking conforms to the description thereof contained in the Official Statement under the caption “CONTINUING DISCLOSURE OF INFORMATION.”

(g) As of the date hereof and as of the date of Closing, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the District, threatened against the District (i) affecting the existence of the Board, the District or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance, or delivery of the Bonds or the collection of ad valorem taxes pledged to the payment of principal of and interest on the Bonds pursuant to the Order, (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the District Documents, (iv) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the District or any authority for the issuance of the Bonds, the adoption of the Order, or the execution and delivery of the District Documents, nor, to the knowledge of the District, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Bonds or the District Documents.

(h) The Preliminary Official Statement, as of its date and as of the date of this Agreement, did not and does not contain any untrue statement of a material fact or omit 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.

(i) At the time of the District’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-five (25) days subsequent to the “end of the underwriting period,” the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any 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.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during period up to and including the twenty-fifth (25th) day subsequent to the “end of the underwriting period,” the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any 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.

(k) To the knowledge of the District, the Preliminary Official Statement and the Official Statement contain information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person which financial information or operating data is material to an evaluation of the offering of the Bonds.

(l) Except as described in the Preliminary Official Statement and the Official Statement, during the last five years the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

(m) The District has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Order and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(n) The District will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request, at no expense to the District, (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the District will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the District of any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(o) The financial statements of, and other financial information regarding, the District in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. The audited financial statements of the District have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the District's audited financial statements included in the Preliminary Official Statement and in the Official Statement. Prior to the Closing, the District will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District. Except as noted in the Preliminary Official Statement and the Official Statement, the District is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the District, would have a material adverse effect on the financial condition of the District.

(p) Prior to the earlier of (i) receipt of notice from the Representative pursuant to Section 4(e) hereof that Official Statements are no longer required under the Rule or (ii) twenty-five (25) days after the Closing, the District shall provide the Underwriters with such information regarding its current financial condition and ongoing operations as the District shall deem material and such other information concerning the District as the Representative may reasonably request.

(q) Prior to the Closing, the District will not offer or issue any bonds, notes, or other obligations for borrowed money or take action to incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by any ad valorem taxes which will secure the Bonds without the prior approval of the Representative, such approval not to be unreasonably withheld.

(r) Any certificate, signed by any official of the District authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the District to the Underwriters as to the statements made therein.

(s) The District covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this Section to be materially untrue as of Closing.

(t) The District, to the extent heretofore requested by the Representative in writing, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Bonds and true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

6. **Closing.** At 10:00 a.m. Central time, on January 28, 2026, or at such other time and date as shall have been mutually agreed upon by the District and the Representative, the District will, subject to the terms and conditions hereof, deliver to the Paying Agent/Registrar, as the entity appointed by the District and agreed to by the Representative to make delivery of the Bonds, the Initial Bond registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Bonds duly executed and authenticated in the form and manner described below, and the Paying Agent/Registrar, as the entity appointed by the District and agreed to by the Representative to make delivery of the Bonds, will, subject to the terms and conditions hereof, accept such delivery and the Underwriters will pay the purchase price of the Bonds, as set forth in and in accordance with the provisions of Section 1 of this Agreement, in immediately available funds by federal funds wire transfer to or for the account of the District (such events being referred to herein as the “Closing”). Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent/Registrar, or such other place as shall have been mutually agreed upon by the District and the Representative.

Delivery of the Bonds in definitive form shall be made through the facilities of DTC’s book-entry-only system. The definitive Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one definitive Bond for each maturity of the

Bonds and registered in the name of Cede & Co., as nominee of DTC, all as provided in the Order, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed to by the Representative, the Bonds will be delivered under DTC's FAST delivery system.

7. **Closing Conditions.** The Underwriters have entered into this Agreement in reliance upon the representations, warranties, and agreements of the District contained herein, and in reliance upon the accuracy of the representations, warranties, and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the District of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

(a) The representations and warranties of the District contained herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The District shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the District Documents and the Bonds shall have been duly executed, delivered, and authenticated, as applicable, shall be in full force and effect and shall not have been amended, modified, or supplemented, and the Official Statement shall have been duly approved and delivered and shall not have been supplemented or amended, except in any such case as may have been reasonably agreed to by the Representative and (ii) all actions of the District required to be taken by the District shall be performed in order for Bond Counsel and Norton Rose Fulbright US LLP, Dallas, Texas ("Counsel to the Underwriters"), to deliver their respective opinions referred to hereafter.

(d) At or prior to the Closing, all official action of the District relating to the Bonds and the District Documents shall be in full force and effect and shall not have been amended, modified, or supplemented, except as may have been agreed to by the Representative.

(e) At or prior to the Closing, the Order (which contains the Undertaking) shall have been duly adopted by the Board and the Paying Agent/Registrar shall have duly authenticated the definitive Bonds.

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the District, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the

reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement.

(g) The District shall not currently be in default with respect to payment of principal or interest when due on any of its outstanding obligations for borrowed money.

(h) Except as described in the Preliminary Official Statement and the Official Statement, no suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Bonds or the consummation of the transactions described herein, or which, in the reasonable judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel and Counsel to the Underwriters.

(j) At or prior to the Closing, the Representative or Counsel to the Underwriters shall have received one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, in (i) a “designated electronic format” that meets the requirements of Rule G-32 and (ii) a printed format;

(2) The Order certified by the Secretary of the Board as having been duly adopted by the Board and as being in effect, together with such supplements or amendments as may have been agreed to by the Representative;

(3) The “Undertaking,” which satisfies the requirements of section (b)(5)(i) of the Rule and may be included in the Order;

(4) A copy of an opinion or certificate, dated on or prior to the date of Closing, of the Attorney General of the State approving the Bonds as required by law and a copy of the registration certificate of the Comptroller of Public Accounts of the State;

(5) The approving opinion of Bond Counsel in substantially the form attached to the Official Statement;

(6) A supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Board has duly adopted the Order and it is in full force and effect;

(ii) the Bonds are exempted securities under the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as

amended (the “Trust Indenture Act”) and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Order under the Trust Indenture Act; and

(iii) such firm has not assumed any responsibility with respect to the Preliminary Official Statement or the Official Statement or undertaken independently to verify any of the information contained in the therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information in the Official Statement under the captions and subcaptions “PLAN OF FINANCING” (excluding the information under the subcaption “Sources and Uses of Funds”), “THE BONDS” (excluding the information under the subcaptions “Book-Entry-Only System” and “Bondholders’ Remedies”), “TAX MATTERS,” “CONTINUING DISCLOSURE OF INFORMATION” (excluding the information under the subcaption “Compliance with Prior Undertakings”), “OTHER INFORMATION - Registration and Qualification of Bonds for Sale”, “OTHER INFORMATION - Legal Investments and Eligibility to Secure Public Funds in Texas” and “OTHER INFORMATION - Legal Matters” (excluding the last sentence of the first paragraph thereof), and such firm is of the opinion that the information relating to the Bonds and the legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the provisions of the Order.

(7) An opinion, dated the date of the Closing and addressed to the Underwriters, of Counsel to the Underwriters in substantially the form set forth in Exhibit A attached hereto;

(8) A certificate, dated the date of Closing, signed by an authorized official of the District to the effect that: (i) the representations and warranties of the District contained in this Agreement or in any certificate or document delivered by the District pursuant to the provisions of this Agreement are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, no litigation, action, suit or proceeding, or tax challenge against the District is pending or, to such person’s knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the Board or officials of the District to hold and exercise their respective positions, (b) contest the due organization and valid existence of the District, (c) contest the validity, due authorization, and execution of the Bonds, the Order, or the other District Documents, (d) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement, or (e) attempt to limit, enjoin, or otherwise restrict or prevent the District from functioning and collecting ad valorem taxes, including for payments on the Bonds, pursuant to the Order, or the levy or collection of the ad valorem taxes pledged to pay the principal of and interest on the Bonds, or the pledge thereof; (iii) the official actions of the District authorizing the execution, delivery, and/or performance of the Preliminary Official Statement and the Official Statement, the Bonds, and the District Documents have been duly adopted by the District, are in full force and effect, and have not been

modified, amended, or repealed; (iv) to such person's knowledge, no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect as of the time of Closing, and the information contained in the Preliminary Official Statement, as of its date and through the date of this Agreement, and the Official Statement, as of its date and as of the date of Closing, was and is correct in all material respect and does not and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements including financial data, of or pertaining to entities, other than the District, and their activities contained in the Preliminary Official Statement and the Official Statement are concerned, such statements and data have been obtained from sources which the District believes to be reliable and the District has no reason to believe that they are untrue in any material respect; and (vi) there has not been any materially adverse change in the financial condition of the District since September 30, 2024, the latest date as of which audited financial information is available;

(9) A certificate of the District in form and substance reasonably satisfactory to Bond Counsel and Counsel to the Underwriters setting forth the facts, estimates, and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of Section 148 and 141, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed) issued pursuant to the Code;

(10) Evidence in a form acceptable to the Representative that Moody's Investors Service, Inc. and S&P Global Inc. have assigned ratings of "Ba3" and "B+", respectively, to the Bonds without regard to credit enhancement, and that such ratings are in effect as of the date of Closing;

(11) The executed Tax Collection Trust Agreement and the Instructions to Tax-Assessor Collector; and

(12) Such additional legal opinions, certificates, instruments, and other documents as the Representative, Bond Counsel or Counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the District's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the District on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriters set forth in Sections 5, 9, and 11 hereof shall continue in full force and effect.

8. **Termination.** The Representative shall have the right to cancel the Underwriters' obligation to purchase (as evidenced by a written notice to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) the Bonds and terminate this Agreement if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall be materially adversely affected, in the reasonable judgment of the Representative, reasonably exercised, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either Chamber of the Congress by any committee of such Chamber to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or 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 shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Preliminary Official Statement or the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein with respect to the Bonds.

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release, or other form of notice issued or made by or on behalf of the United States 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, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Order is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, sale, or distribution of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or in the Preliminary Official



Statement or the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect.

(c) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Bonds have been sold shall have withheld registration, exemption, or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance, or nonfeasance of the Underwriters.

(d) A general suspension of trading in securities on the New York Stock Exchange or any other United States national securities exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any United States national securities exchange, or any material increase of restrictions on the trading of securities now in force.

(e) A general banking moratorium declared by federal, State of New York, or State officials authorized to do so.

(f) The New York Stock Exchange or any other United States national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(g) Any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon), or the validity or enforceability of the levy of the ad valorem taxes pledged to pay the principal of and interest on the Bonds.

(h) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contain any untrue statement of material fact or omit 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.

(i) There shall have occurred since the date of this Agreement any material adverse change in the affairs or financial condition of the District, except for changes which the Preliminary Official Statement or the Official Statement discloses are expected to occur.

(j) There shall have occurred (whether or not foreseeable) any (i) new material outbreak or escalation of hostilities involving the United States (including, without limitation, an act of terrorism), (ii) new material national or international calamity or crisis including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural

disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States.

(k) Any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement and, upon request of the Representative, the District has refused to make such amendment or supplement.

(l) There shall have occurred, or any published notice shall have been given of any intended review for, any suspension, withdrawal, downgrading, or published negative credit watch or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked to furnish a rating on the Bonds) on any of the District's debt obligations that are secured in a like manner as the Bonds, which action reflects a negative change or possible negative change, in the ratings accorded any such obligations of the District (including any rating to be accorded the Bonds).

(m) A material disruption in securities settlement, payment, or clearance services shall have occurred, which disruption is ongoing at the date of Closing.

(n) A decision by a court of the United States of competent jurisdiction shall be rendered, or a stop order, release, regulation, or no-action letter by or on behalf of the United States Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering, or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Preliminary Official Statement or the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing date, including the 1933 Act, the Securities Exchange Act of 1934, and the Trust Indenture Act.

(o) The purchase of and payment for the Bonds by the Representative, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency, or commission which prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

With respect to the condition described in subparagraphs (f) and (o) above, the Representative is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Representative to invoke the Underwriters' termination rights hereunder.

## **9. *Expenses.***

(a) The Underwriters shall be under no obligation to pay, and the District shall pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds; (ii) the fees and disbursements of Bond Counsel and the Financial Advisor to the District; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants, or advisers retained by the District; (iv) the fees for ratings of the Bonds; (v) the costs of preparing, printing,

and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) the fees of the Texas Attorney General; (viii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (ix) whether included as part of the Underwriters' discount or billed separately: DTC, CUSIP, and IPREO expenses; (x) the fees, if any, of any firm engaged by the District to perform a continuing disclosure undertaking compliance review; (xi) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers of the District; and (xii) any other expenses mutually agreed to by the District and the Representative to be reasonably considered expenses of the District which are incident to the transactions described herein. The District acknowledges that the Underwriters will pay from the underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose purpose it is to collect, maintain and distribute information relating to issuing entities of municipal securities.

(b) The Issuer shall be under no obligation to pay and the Underwriters shall pay (i) the cost of preparation and printing of this Agreement and the Blue Sky Survey, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; (iii) the fees, if any, of any firm engaged by the Representative to perform a continuing disclosure undertaking compliance review; and (iv) all other expenses incurred by it in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters. Such payments may be in the form of inclusion of such expenses in the expense component of the Underwriters' discount.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. **Notices.** Any notice or other communication to be given to the District under this Agreement may be given by delivering the same in writing to Hunt Memorial Hospital District, 4215 Joe Ramsey Blvd. E., Greenville, Texas 75401, Attention: Interim Chief Financial Officer, and any notice or other communication to be given to the Representative under this Agreement may be given by delivering the same in writing to Piper Sandler & Co., 350 North 5th Street, Suite 1000, Minneapolis, Minnesota 55401, Attention: Kevin Kleven.

11. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between the District and the Underwriters and is made solely for the benefit of the District and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the District. All of the District's representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters, (ii) delivery of and payment for the Bonds pursuant to this Agreement, and (iii) any termination of this Agreement.

12. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the District and shall be valid and enforceable at the time of such acceptance.

13. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever.

15. **Business Day.** For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

16. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. **No Personal Liability.** None of the members of the Board, nor any officer, agent, or employee of the District, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement or any other documents described herein or related to the Bonds, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement or any other documents described herein or related to the Bonds.

19. **Status of the Underwriters.** The District acknowledges and agrees that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities for resale to investors in an arm’s length transaction between the District and the Underwriters; (ii) the Underwriters, as underwriters, have financial and other interests that differ from those of the District; (iii) the Underwriters are not acting as a municipal advisor, financial advisor or fiduciary to the District and have not assumed any advisory or fiduciary responsibility to the District with respect to the transaction described hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided or are currently providing other services to the District on other matters); (iv) the only obligations the Underwriters have to the District with respect to the transaction described hereby expressly are set forth in this Agreement; (v) the Underwriters have provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District; and (vi) the District has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. The District has a municipal advisor in this transaction.

20. ***Representations and Warranties by the Underwriters.*** Each of the Underwriters makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of verifications (a) through (d) below during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(b) Each of the Underwriters represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(e) Each of the Underwriters further verifies that it has on file with the Attorney General of the State (the “Attorney General”) a standing letter with respect to the representations and verifications in subsections (a) – (d) of this Section 20 made by each of the Underwriters, in a form accepted by the Attorney General, and such letter remains in effect as of the date of this Agreement. Each of the Underwriters agrees that it will not rescind any applicable standing letter at any time prior to the Closing unless the same is immediately replaced with a standing letter acceptable to the Attorney General. Each of the Underwriters agrees to provide to the District or Bond Counsel, upon request by the District or Bond Counsel,

written verification to the effect that its standing letter with the Attorney General remains in effect and may be relied upon by the District and the Attorney General, which may be in the form of an e-mail.

21. ***Term of Agreement.*** Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the “end of the underwriting period” (as defined in the Rule) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

22. ***Entire Agreement.*** This Agreement represents the entire agreement between the District and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Bonds.

*(Signature page follows.)*

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

PIPER SANDLER & CO.,  
as Representative of the Underwriters

By: \_\_\_\_\_  
Authorized Signatory

APPROVED AND ACCEPTED at \_\_\_\_\_ o'clock a.m./p.m. as of the date hereof:

HUNT MEMORIAL HOSPITAL DISTRICT

By: \_\_\_\_\_  
Chair

## **SCHEDULE I**

Piper Sandler & Co.  
Texas Capital Securities



## SCHEDULE II

\$[\_\_\_\_\_] ]  
**GENERAL OBLIGATION BONDS,  
SERIES 2026**

### I. Principal Amounts, Interest Rates and Prices

Maturity Date (2/15)	Principal Amount	Rate	Yield	Maturity Date (2/15)	Principal Amount	Rate	Yield
2026	\$	%	%	2036	\$	%	% <sup>(1)</sup>
2027		%	%	2037		%	% <sup>(1)</sup>
2028		%	%	2038		%	% <sup>(1)</sup>
2029		%	%	2039		%	% <sup>(1)</sup>
2030		%	%	2040		%	% <sup>(1)</sup>
2031		%	%	2041		%	% <sup>(1)</sup>
2032		%	%	2042		%	% <sup>(1)</sup>
2033		%	%	2043		%	% <sup>(1)</sup>
2034		%	%	2044		%	% <sup>(1)</sup>
2035		%	%	2045		%	% <sup>(1)</sup>

(Interest accrues from the date of Closing)

\_\_\_\_\_  
[<sup>(1)</sup> Yield shown is the yield to the first call date, [\_\_\_\_\_, 20\_\_].]

**Optional Redemption of the Bonds.** The District reserves the right, at its option, to redeem Bonds having stated maturities on and after February 15, 20[\_\_\_], in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20[\_\_\_], or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

### II. Maturities for which the 10% Test was Satisfied on the Sale Date

[\_\_\_\_\_]

### III. Maturities Subject to the Hold-the-Offering-Price Rule

[\_\_\_\_\_]

## **EXHIBIT A**

[Closing Date]

Piper Sandler & Co.  
Texas Capital Securities

Re: Hunt Memorial Hospital District General Obligation Bonds, Series 2026

Ladies and Gentlemen:

We have acted as counsel to you as the Underwriters of \$[\_\_\_\_\_] aggregate principal amount of the captioned (“Bonds”) issued by the Hunt Memorial Hospital District (the “District”), pursuant to an order adopted by the Board of Directors of the District on January 13, 2026 (the “Order”). The Underwriters are purchasing the Bonds pursuant to the Purchase Agreement (the “Purchase Agreement”) with respect thereto, dated January 13, 2026. Unless otherwise expressly provided herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

As your counsel, we have examined executed or certified copies of the Order, the Purchase Agreement, the Preliminary Official Statement, dated as of [December \_\_], 2025 (the “Preliminary Official Statement”), and the Official Statement, dated as of January 13, 2026 (the “Official Statement”) and originals or copies, certified or otherwise identified to our satisfaction, of the documents, certificates and opinions referred to in Paragraph 7(j) of the Purchase Agreement. In arriving at the opinions and views hereinafter expressed, we have not been requested to and are not expressing any opinion or view on, and with your permission are assuming and relying on, without independent assessment, inquiry or verification, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to herein, including the accuracy of all factual matters represented and legal conclusions contained therein, including, without limitation, any representations and legal conclusions regarding the valid existence of the District, the due authorization, issuance, delivery, validity and enforceability of the Bonds, and the exclusion of interest thereon from gross income for federal income tax purposes, and the legality, validity and enforceability of any documents or instruments that may be related to the authorization, issuance payment or security of the Bonds. We have assumed, but have not independently verified, that the signatures on all documents and certificates that we have examined are genuine and all copies conform to the originals.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters and because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Preliminary Official Statement or the Official Statement, we are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (including any appendices, schedules and exhibits thereto), and we have not undertaken to independently verify the accuracy, completeness or fairness of any such statements. At your request, we have participated as your counsel in conferences with representatives of the District, the bond counsel to the District, the financial advisors to the

District and your representatives, at which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences and in reliance thereon and on the oral and written statements and representations of the District and others and certificates, opinions and other documents herein mentioned, we advise you that during the course of our representation of you in this matter no facts have come to the attention of the attorneys in our firm rendering legal services to you in connection with the Preliminary Official Statement and the Official Statement that cause us to believe that the Preliminary Official Statement, as of its date and through the date of the Official Statement, or the Official Statement, as of its date and as of the date of Closing, (except in each case as to (i) any financial statements or other financial, accounting, forecast, technical and statistical statements and data included in the Preliminary Official Statement and the Official Statement (including any appendices, schedules exhibits and addenda thereto), and (ii) the information regarding the Depository Trust Company and its book-entry-only system as to which we do not express any opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. No responsibility is undertaken or belief expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement.

Based on and subject to the foregoing, we are of the opinion that:

(1) The Bonds are exempted securities under the Securities Act of 1933, as amended (the “1933 Act”) and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Order under the Trust Indenture Act of 1939, as amended; and

(2) Assuming that the Order has been duly adopted by the Board of Directors of the District and constitutes a valid and legally binding obligation of the District, enforceable in accordance with its terms, the continuing disclosure undertakings by the District contained in the Order provide a suitable basis for the Underwriters reasonably to determine that the District has undertaken to provide, directly or indirectly, the information required to be provided in connection with the Bonds pursuant to paragraph (b)(5)(i) of United States Securities and Exchange Commission Rule 15c2-12 (17 C.F.R., Part 240, § 240.15c2-12) under the Securities Exchange Act of 1934, as amended.

The opinions expressed in the paragraphs numbered (1) and (2) are expressed only insofar as the laws of the United States of America may be applicable. We are furnishing this letter to you solely for your benefit in your capacity as Underwriters. This letter may be relied upon only by the addressees hereof and may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person. We disclaim any obligation to update this letter.

Very truly yours,

## **EXHIBIT B**

### **CERTIFICATE REGARDING ISSUE PRICE**

The undersigned, on behalf of Piper Sandler & Co., which acted as the lead underwriter (the “Representative”) of the underwriting group (the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the General Obligation Bonds, Series 2026 (the “Bonds”) by Hunt Memorial Hospital District (the “District”).

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 A. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

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

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date.

(b) As set forth in the Purchase Agreement, the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they 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 retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) 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 those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *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.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term “related party” means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) 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).

(f) *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 January 13, 2026.

(g) *Underwriter* means (i) 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 (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 retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

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The Representative understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate to which this certificate is included as Exhibit A and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P., in connection with its opinion as to the exclusion of interest on the Bonds from federal gross income, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The Representative is certifying only as to facts in existence on the date hereof. Nothing herein represents the Representative's interpretation of any laws; in particular the Treasury Regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

EXECUTED and DELIVERED as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

PIPER SANDLER & CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## SCHEDULE A TO CERTIFICATE REGARDING ISSUE PRICE

## SALE PRICES OF THE GENERAL RULE MATURITIES

[illegible]

## INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

Maturity Date	Principal Amount	Interest Rate	Initial Yield		Price

**SCHEDULE B TO CERTIFICATE REGARDING ISSUE PRICE**

[See Attached]