

**CITY OF OXNARD FINANCING AUTHORITY LOCAL OBLIGATION REVENUE
BONDS (2012 SPECIAL DISTRICT BOND REFINANCINGS)**

**[\$[SERIES A PRINCIPAL]
SERIES A SENIOR LIEN BONDS**

**[\$[SERIES B PRINCIPAL]
SERIES B SUBORDINATE LIEN BONDS**

BOND PURCHASE AGREEMENT

[BPA DATE], 2012

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: Chief Financial Officer

City of Oxnard Financing Authority
300 West Third Street
Oxnard, California 93030
Attention: Chief Financial Officer

Community Facilities District No. 1
(Westport at Mandalay Bay)
of the City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: Chief Financial Officer

City of Oxnard Community Facilities District
No. 2000-3 (Oxnard Boulevard/Highway 101
Interchange)
300 West Third Street
Oxnard, California 93030
Attention: Chief Financial Officer

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"), offers to enter into this bond purchase agreement (this "Purchase Agreement") with the City of Oxnard (the "City"), Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard ("CFD No. 1"), City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) ("CFD No. 2000-3"), and the City of Oxnard Financing Authority (the "Authority"), which Purchase Agreement will be binding upon the City, CFD No. 1, CFD No. 2000-3, the Authority, and the Underwriter upon the acceptance hereof by the City, CFD No. 1, CFD No. 2000-3, and the Authority. This offer is made subject to its acceptance by the City, CFD No. 1, CFD No. 2000-3, and the Authority by execution of this Purchase Agreement and its delivery to the Underwriter on or before 10:00 p.m., California time, on the date hereof. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture of Trust, dated as of August 1, 2012 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee").

The Authority, the City, CFD No. 1, and CFD No. 2000-3 acknowledge and agree that: (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction among the Authority, the City, CFD No. 1, CFD No. 2000-3, and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority, the City, CFD No. 1, or CFD No. 2000-3; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Authority, the City, CFD No. 1, or CFD No. 2000-3 with respect to: (A) the offering

of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority, the City, CFD No. 1, or CFD No. 2000-3 on other matters), or (B) any other obligation to the Authority, the City, CFD No. 1, or CFD No. 2000-3 except the obligations expressly set forth in this Purchase Agreement; and (iv) each of the Authority, the City, CFD No. 1, and CFD No. 2000-3 has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds (the "Series A Bonds"), and the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds") at a total purchase price of (i) \$_____ for the Series A Bonds, representing the aggregate principal amount of the Series A Bonds of \$[SERIES A PRINCIPAL].00, [plus/less] a net original issue [premium/discount] of \$_____, less an Underwriter's discount of \$_____, and (ii) \$_____ for the Series B Bonds, representing the aggregate principal amount of the Series B Bonds of \$[SERIES B PRINCIPAL].00, [plus/less] a net original issue [premium/discount], less an Underwriter's discount of \$_____. The Bonds shall be dated the Closing Date (as defined below) and shall mature on the dates and in the amounts, and bear interest at the rates per annum shown in Exhibit A hereto. Payment for and delivery of the Bonds, and the other actions contemplated hereby, shall take place upon the "Closing," as defined in Section 8 below, on the "Closing Date" which date is August __, 2012 (or such other date as may be agreed to between the Authority and the Underwriter).

2. Authorization Instruments and Law. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of, the Indenture. The Authority was formed pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "JPA Act"), and is authorized pursuant to Article 4 of the JPA Act (the "Bond Law") to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations of the City, CFD No. 1, and CFD No. 2000-3 to provide financing for public capital improvements of the City, CFD No. 1, and CFD No. 2000-3. The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all appendices attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter and the Authority, is hereinafter called the "Official Statement").

A portion of the proceeds of the Bonds will be used by the Authority to purchase from the City, pursuant to a Local Agency Bond Purchase Agreement dated as of [BPA DATE], 2012, by and between the Authority and the City (the "AD Bonds Purchase Agreement"), the City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012 (the "AD Bonds"), relating to City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "Assessment District").

A portion of the proceeds of the Bonds will be used by the Authority to purchase from CFD No. 1, pursuant to a Local Agency Bond Purchase Agreement dated as of [BPA DATE], 2012, by and between the Authority and CFD No. 1 (the “CFD No. 1 Bonds Purchase Agreement”), the Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds (the “CFD No. 1 Bonds”) relating to CFD No. 1.

A portion of the proceeds of the Bonds will be used by the Authority to purchase from CFD No. 2000-3, pursuant to a Local Agency Bond Purchase Agreement dated as of [BPA DATE], 2012, by and between the Authority and CFD No. 2000-3 (the “CFD No. 2000-3 Bonds Purchase Agreement” and, together with the AD Bonds Purchase Agreement and the CFD No. 1 Bonds Purchase Agreement, the “Local Agency Bond Purchase Agreements”), the City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012 (the “CFD No. 2000-3 Bonds”) relating to CFD No. 2000-3.

The AD Bonds, CFD No. 1 Bonds, and the CFD No. 2000-3 Bonds are being purchased by the Authority to assist the City, CFD No. 1, and CFD No. 2000-3 in refinancing certain public capital improvements previously financed by the City’s, CFD No. 1’s, and CFD No. 2000-3’s respective issuance of certain limited obligation improvement bonds (the “Prior AD Bonds”), special tax bonds for CFD No. 1 (the “Prior CFD No. 1 Bonds”), and special tax bonds for CFD No. 2000-3 (the “Prior CFD No. 2000-3 Bonds”). The AD Bonds will be issued pursuant to a Fiscal Agent Agreement dated as of August 1, 2012 (the “AD Fiscal Agent Agreement”), by and between the City and Wells Fargo Bank, National Association, as Fiscal Agent (the “Fiscal Agent”), and shall be secured by a first pledge of and lien on all of the unpaid reassessments levied within the Assessment District. The CFD No. 1 Bonds will be issued pursuant to a Fiscal Agent Agreement dated as of August 1, 2012 (the “CFD No. 1 Fiscal Agent Agreement”), by and between CFD No. 1 and the Fiscal Agent and shall be secured by a first pledge of and lien on all of the special taxes levied within CFD No. 1. The CFD No. 2000-3 Bonds will be issued pursuant to a Fiscal Agent Agreement dated as of August 1, 2012 (the “CFD No. 2000-3 Fiscal Agent Agreement”), by and between CFD No. 2000-3 and the Fiscal Agent and shall be secured by a first pledge of and lien on all of the special taxes levied within CFD No. 2000-3. The Bonds shall be secured by a pledge of all of the Revenues (as defined in the Indenture) consisting primarily of principal and interest payments made by the City with respect to the AD Bonds, principal and interest payments made by CFD No. 1 with respect to the CFD No. 1 Bonds, and principal and interest payments made by CFD No. 2000-3 with respect to the CFD No. 2000-3 Bonds, with the Series A Bonds having a senior lien thereon and the Series B Bonds a subordinate lien thereon.

Pursuant to the AD Bonds Purchase Agreement and the AD Fiscal Agent Agreement, the City will transfer a portion of the proceeds from sale of the AD Bonds to Wells Fargo Bank, National Association, as escrow holder (“Escrow Holder”) under that certain Escrow Agreement, dated as of August 1, 2012 (the “AD Escrow Agreement”), by and between the City and the Escrow Holder for deposit in the escrow account created pursuant to the AD Escrow Agreement. Pursuant to CFD No. 1 Bonds Purchase Agreement and the CFD No. 1 Fiscal Agent Agreement, CFD No. 1 will transfer a portion of the proceeds from sale of the CFD No. 1 Bonds to the Escrow Holder under that certain Escrow Agreement, dated as of August 1, 2012 (the “CFD No. 1 Escrow Agreement”), by and between CFD No. 1 and the Escrow Holder for deposit in the

escrow account created pursuant to the CFD No. 1 Escrow Agreement. Pursuant to CFD No. 2000-3 Bonds Purchase Agreement and the CFD No. 2000-3 Fiscal Agent Agreement, CFD No. 2000-3 will transfer a portion of the proceeds from sale of the CFD No. 2000-3 Bonds to the Escrow Holder under that certain Escrow Agreement, dated as of August 1, 2012 (the “CFD No. 2000-3 Escrow Agreement”), by and between CFD No. 2000-3 and the Escrow Holder for deposit in the escrow account created pursuant to the CFD No. 2000-3 Escrow Agreement. The proceeds of the Bonds will be deposited in the Program Fund, the Senior Reserve Fund, the Subordinate Reserve Fund, the Expense Fund, and the Residual Account of the Revenue Fund established under the Indenture.

3. Public Offering and Delivery of Official Statement. The Underwriter agrees to make a bona fide public offering of all the Bonds initially at the public offering prices (or yields) set forth in Exhibit A hereto. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Authority and the City have delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated _____, 2012, relating to the Bonds (the “Preliminary Official Statement”). The Authority, the City, CFD No. 1, and CFD No. 2000-3 each represent that the Preliminary Official Statement, (i) as of the date thereof, was and had been deemed by it as a “final” Official Statement within the meaning of Rule 15c2-12 issued by the Securities and Exchange Commission, under the Securities Exchange Act of 1934 (the “Rule”) except for permitted omissions pursuant to paragraph (b)(1) of the Rule, and (ii) has been approved for distribution by resolution of the Authority. The Authority, the City, CFD No. 1, and CFD No. 2000-3 hereby consent to the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement of the Authority relating to the Bonds.

Within seven business days after its acceptance hereof and in sufficient time to accompany any confirmations of the sale of any Bonds, the Authority shall deliver to the Underwriter a final Official Statement, executed on behalf of the Authority by an authorized representative and dated the date of execution of this Purchase Agreement, which shall include information permitted to be omitted from the Preliminary Official Statement by paragraph (b)(1) of the Rule and such other amendments or supplements as shall have been approved by the Authority, the City, CFD No. 1, CFD No. 2000-3, and the Underwriter, and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with the Rule and to meet potential customers’ requests for copies of the Official Statement. The Authority, the City, CFD No. 1, and CFD No. 2000-3 hereby authorize the use of the Official Statement in connection with the public offering and sale of the Bonds. The Underwriter agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

4. Authority Representations, Warranties, and Covenants. The Authority represents, warrants, and covenants to the Underwriter, the City, CFD No. 1, and CFD No. 2000-3 that:

(a) Due Organization, Existence, and Authority of Authority. The Authority is a joint exercise of powers authority, duly organized and existing under the Constitution and laws of the State of California (the “State”), including the JPA Act, with full right, power, and authority to (i) enter into this Purchase Agreement, (ii) enter into the Indenture, (iii) enter into the Local Agency Bond Purchase Agreements, (iv) enter into the Continuing Disclosure Agreement dated as of the Closing Date (the “Continuing Disclosure Agreement”) by and between the Authority and the Trustee, as dissemination agent, (v) adopt Resolution No. ___ of the Authority (the “Authority Resolution”) authorizing the issuance of the Bonds and entry into the Indenture, this Purchase Agreement, the Local Agency Bond Purchase Agreements, and the Continuing Disclosure Agreement, and to take all other actions on the part of the Authority relating thereto (the “Authority Proceedings”), (vi) issue, sell, and deliver the Bonds to the Underwriter as provided herein, and (vii) carry out and consummate the transactions on its part contemplated by this Purchase Agreement, the Indenture, the Local Agency Bond Purchase Agreements, the Continuing Disclosure Agreement, and the Official Statement.

The Indenture, the Bonds, this Purchase Agreement, the Local Agency Bond Purchase Agreements, and the Continuing Disclosure Agreement are collectively referred to herein as the “Authority Documents.”

(b) Due Authorization and Approval of Authority. By all necessary official action of the Authority, the Authority has duly authorized and approved the execution and delivery by the Authority of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents, and has approved the use by the Underwriter of the Preliminary Official Statement and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable upon the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the Authority’s knowledge, the Authority has complied, and will at the Closing be in compliance in all respects, with the terms of the Authority Documents that are applicable to the Authority.

(c) Official Statement Accurate. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (as of its date) relating to the Authority, the Bonds, the Authority Documents, and all the Authority Proceedings, including the information on the cover and under the captions “INTRODUCTION,” “THE PLAN OF FINANCE,” “ESTIMATED SOURCES AND USES OF FUNDS,” “THE BONDS” “SECURITY FOR THE BONDS,” “THE AUTHORITY,” “CONTINUING DISCLOSURE,” “NO LITIGATION,” and “MISCELLANEOUS,” and Appendix A, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in Section 4(d) below), the Official Statement will be

amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

(d) Amendments and Supplements to Official Statement. Up to and including 25 days after the End of the Underwriting Period, the Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Authority, the City, CFD No. 1, and CFD No. 2000-3 at or prior to the Closing, and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.”

(e) No Breach or Default. As of the time of acceptance hereof and as of the Closing, except as otherwise disclosed in the Official Statement, the Authority is not, and as of the time of the Closing the Authority will not be, in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the Authority is a party or is otherwise subject; and to the Authority’s knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the Authority’s ability to perform its obligations under the Bonds or the other Authority Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the Bonds and the other Authority Documents and compliance by the Authority with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the Authority (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery, 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 its assets or properties or under the terms of any such law, regulation, or instrument, except as may be provided by the Authority Documents.

(f) No Litigation. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board, or body (collectively and individually, an “Action”) pending (notice of which has been served on the Authority) or, to the best knowledge of the Authority, threatened, in which any such Action (i) in any way questions the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Revenues or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Authority Documents or the consummation of the transactions on the part of the Authority contemplated thereby; (iii) contests the exclusion of the interest on the Bonds from federal or state income taxation or contests the powers of the Authority which may result in any material adverse change relating to the financial condition of the Authority; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and as of the Closing there will be no known basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(g) Further Cooperation; Blue Sky. The Authority will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the Authority will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(h) Bonds Issued Per Indenture. The Bonds and the other Authority Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. The Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Authority, entitled to the benefits of the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(i) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority,

legislative body, board, agency, or commission having jurisdiction in the matters which are required by Closing for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Authority of, its obligations in connection with the Authority Documents have been duly obtained or made and are in full force and effect.

(j) **No Transfer Taxes.** The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

(k) **Certificates.** Any certificate signed by any authorized officer of the Authority and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Authority to the Underwriter as to the statements made therein.

(l) **Bond Proceeds.** The Authority will apply the proceeds of the Bonds in accordance with the Indenture.

(m) **Prior Undertakings.** Except as disclosed in the Official Statement, the Authority has never failed in any material respect to comply with any undertaking made by it pursuant to the Rule.

(n) **No Other Bonds.** Between the date of this Purchase Agreement and the date of Closing, the Authority will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

5. City Representations, Warranties, and Covenants. The City represents, warrants, and covenants to the Underwriter, the Authority, CFD No. 1, and CFD No. 2000-3 that:

(a) **Due Organization, Existence, and Authority.** The City is a political subdivision, duly organized and validly existing under the Constitution and laws of the State, with full right, power, and authority to (i) enter into this Purchase Agreement, (ii) enter into the AD Fiscal Agent Agreement, (iii) enter into the AD Bonds Purchase Agreement, (iv) enter into the AD Escrow Agreement, (v) adopt Resolution No. _____ of the City Council of the City of Oxnard (the "City Council") with respect to its intention to issue refunding bonds, levy reassessments, and issue refunding bonds upon the security thereof, and directing the preparation of a reassessment report (the "AD Resolution of Intention"), Resolution No. _____ of the City Council adopting the reassessment report, confirming and ordering the reassessment pursuant to summary proceedings, and directing actions with respect thereto (the "AD Resolution Confirming Reassessments"), and Resolution No. _____ of the City Council authorizing the issuance of the AD Bonds and authorizing entry into certain documents (the "AD Resolution of Issuance"), and to take all other actions on the part of the City relating thereto (collectively, the "City AD Proceedings"), (vi) issue, sell, and deliver the AD Bonds to the Authority as provided in the AD Bonds Purchase Agreement, and (vii) carry out and consummate the transactions on its part contemplated by this Purchase

Agreement, the AD Fiscal Agent Agreement, the AD Bonds Purchase Agreement, the AD Escrow Agreement, and the Official Statement.

This Purchase Agreement, the AD Fiscal Agent Agreement, the AD Bonds Purchase Agreement, the AD Bonds, and the AD Escrow Agreement are collectively referred to herein as the “City Documents.”

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has (i) duly and validly confirmed the Reassessments as defined and described in the Official Statement and taken all actions necessary to cause said Reassessments to constitute liens on the respective parcels to which they were confirmed, and (ii) duly authorized and approved the execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance in all respects, with the terms of the City Documents applicable to the City.

The Reassessments described in the Official Statement have been duly and lawfully confirmed under and pursuant to the provisions of the California Constitution and the Refunding Act of 1984 for 1915 Act Improvement Bonds (the “Refunding Act”); and each such Reassessment constitutes a valid and legally binding lien on the parcel of land in the Assessment District on which such Reassessment was confirmed. The Reassessments are not subject to repeal or reduction by action of the City Council if the effect thereof would interfere with the timely payment of the principal of and interest on the AD Bonds. Except as disclosed in the Official Statement, as of the Closing Date there will be no outstanding liens for general (*ad valorem*) taxes or assessment liens or special tax liens against the land in the Assessment District which will be senior to the Reassessment liens referred to in this paragraph.

(c) No Material Change in Finances. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the City since the date of the Preliminary Official Statement.

(d) No Breach or Default. As of the time of acceptance hereof and as of the Closing, except as otherwise disclosed in the Official Statement, the City is not, and as of the time of the Closing the City will not be, in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have an

adverse effect on the City's ability to perform its obligations under the City Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the City Documents and compliance by the City with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery, 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 its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the City Documents.

(e) **No Litigation.** At the time of acceptance hereof there is and as of the Closing there will be no Action pending (notice of which has been served on the City) or, to the best knowledge of the City, threatened, in which any such Action (i) in any way questions the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of the Bonds or the AD Bonds or the payment or collection of installments of Reassessments or any amounts pledged or to be pledged to pay the principal of and interest on the AD Bonds or the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City contemplated thereby; (iii) contests the exemption of interest on the AD Bonds from State income taxation or contests the powers of the City which may result in any material adverse change relating to the financial condition of the City; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and as of the Closing there will be no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) **AD Bonds Issued Per AD Fiscal Agent Agreement.** The City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. The City represents that the AD Bonds, when issued, executed, and delivered in accordance with the AD Fiscal Agent Agreement and sold to the Authority as provided in the AD Bonds Purchase Agreement, will be validly issued and outstanding limited obligations of the City, entitled to the benefits of the AD Fiscal Agent Agreement. The AD Fiscal Agent Agreement creates a valid pledge of the monies in certain funds and accounts established pursuant thereto, subject in all cases to the provisions of the AD Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. The representations, warranties, and covenants made by the City to the Authority in the AD Bonds Purchase Agreement are true and

correct in all material respects as of the date hereof and may be relied upon by the Underwriter as if made directly by the City to the Underwriter.

(g) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by Closing for the due authorization of, or which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect.

(h) Certificates. Any certificate signed by any authorized officer of the City and delivered to the Authority or the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the City to the Authority or the Underwriter as to the statements made therein.

(i) AD Bond Proceeds. The City will apply the proceeds of the AD Bonds in accordance with the AD Fiscal Agent Agreement.

(j) Official Statement. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (as of its date) (in both cases other than the information with respect to DTC and the book-entry only system, the information with respect to the Series A Bond Insurer (as hereinafter defined), the Series A Bond Insurance Policy (as hereinafter defined), and the Surety Bond (as hereinafter defined), and the information contained in Appendices E and F, as to which no view is expressed) is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances with which they were made not misleading.

(k) No Other Bonds. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

6. CFD No 1 Representations, Warranties, and Covenants. CFD No. 1 represents, warrants, and covenants to the Underwriter, the Authority, the City, and CFD No. 2000-3that:

(a) Due Organization, Existence, and Authority. CFD No. 1 is a community facilities district, duly organized and validly existing under the Constitution and laws of the State, with full right, power, and authority to (i) enter into this Purchase Agreement, (ii) enter into the CFD No. 1 Fiscal Agent Agreement, (iii) enter into the CFD No. 1 Bonds Purchase Agreement, (iv) enter into the CFD No. 1 Escrow Agreement, (v) adopt Resolution No. _____ of the City Council, as the legislative body of CFD No. 1, authorizing the issuance of the CFD No. 1 Bonds and authorizing entry into certain documents (the “CFD No. 1 Resolution of Issuance”), and to take all other actions on the part of CFD No. 1 relating thereto (collectively, the “CFD No. 1

Proceedings”), (vi) issue, sell, and deliver the CFD No. 1 Bonds to the Authority as provided in the CFD No. 1 Bonds Purchase Agreement, and (vii) carry out and consummate the transactions on its part contemplated by this Purchase Agreement, the CFD No. 1 Fiscal Agent Agreement, CFD No. 1 Bonds Purchase Agreement, the CFD No. 1 Escrow Agreement, and the Official Statement.

This Purchase Agreement, the CFD No. 1 Fiscal Agent Agreement, the CFD No. 1 Bonds Purchase Agreement, the CFD No. 1 Bonds, and the CFD No. 1 Escrow Agreement are collectively referred to herein as the “CFD No. 1 Documents.”

(b) Due Authorization and Approval of CFD No. 1. By all necessary official action of the City Council, as the legislative body of CFD No. 1, CFD No. 1 has (i) duly authorized and approved the execution and delivery by CFD No. 1 of, and the performance by CFD No. 1 of the obligations on its part contained in, the CFD No. 1 Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the CFD No. 1 Documents will constitute the legally valid and binding obligations of CFD No. 1 enforceable upon CFD No. 1 in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. CFD No. 1 has complied, and will at the Closing be in compliance in all respects, with the terms of the CFD No. 1 Documents applicable to CFD No. 1.

The CFD No. 1 special taxes described in the Official Statement have been duly and lawfully levied under and pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Mello-Roos Act”); and the CFD No. 1 special tax constitutes a valid and legally binding lien on land in CFD No. 1. The CFD No. 1 special taxes are not subject to repeal or reduction by action of the City Council if the effect thereof would interfere with the timely payment of the principal of and interest on the CFD No. 1 Bonds. Except as disclosed in the Official Statement, as of the Closing Date there will be no outstanding liens for general (*ad valorem*) taxes or assessment liens or special tax liens against the land in CFD No. 1 which will be senior to the CFD No. 1 special tax liens referred to in this paragraph.

(c) No Material Change in Finances. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of CFD No. 1 since the date of the Preliminary Official Statement.

(d) No Breach or Default. As of the time of acceptance hereof and as of the Closing, except as otherwise disclosed in the Official Statement, CFD No. 1 is not, and as of the time of the Closing CFD No. 1 will not be in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which CFD No. 1 is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a

default or event of default under any such instrument which breach, default, or event could have an adverse effect on CFD No. 1's ability to perform its obligations under the CFD No. 1 Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the CFD No. 1 Documents and compliance by CFD No. 1 with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which CFD No. 1 (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery, 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 its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the CFD No. 1 Documents.

(e) **No Litigation.** At the time of acceptance hereof there is and as of the Closing there will be no Action pending (notice of which has been served on CFD No. 1) or, to the best knowledge of CFD No. 1, threatened, in which any such Action (i) in any way questions the corporate existence of CFD No. 1 or the titles of the officers of CFD No. 1 to their respective offices; (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of the CFD No. 1 Bonds or the Bonds or the payment or collection of installments of CFD No. 1 special taxes or any amounts pledged or to be pledged to pay the principal of and interest on the CFD No. 1 Bonds or the Bonds, or in any way contests or affects the validity of the CFD No. 1 Documents or the consummation of the transactions on the part of CFD No. 1 contemplated thereby; (iii) contests the exemption of interest on the CFD No. 1 Bonds from State income taxation or contests the powers of CFD No. 1 which may result in any material adverse change relating to the financial condition of CFD No. 1; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and as of the Closing there will be no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) **CFD No. 1 Bonds Issued Per CFD No. 1 Fiscal Agent Agreement.** The CFD No. 1 Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. CFD No. 1 represents that the CFD No. 1 Bonds, when issued, executed, and delivered in accordance with the CFD No. 1 Fiscal Agent Agreement and sold to the Authority as provided in the CFD No. 1 Bonds Purchase Agreement, will be validly issued and outstanding limited obligations of CFD No. 1, entitled to the benefits of the CFD No. 1 Fiscal Agent Agreement. The CFD No. 1 Fiscal Agent Agreement creates a valid pledge of the monies in certain funds and accounts established pursuant thereto, subject in all cases to the provisions of the CFD No. 1 Fiscal Agent Agreement

permitting the application thereof for the purposes and on the terms and conditions set forth therein. The representations, warranties, and covenants made by CFD No. 1 to the Authority in the CFD No. 1 Bonds Purchase Agreement are true and correct in all material respects as of the date hereof and may be relied upon by the Underwriter as if made directly by CFD No. 1 to the Underwriter.

(g) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by Closing for the due authorization of, or which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by CFD No. 1 of, its obligations in connection with the CFD No. 1 Documents have been duly obtained or made and are in full force and effect.

(h) Certificates. Any certificate signed by any authorized officer of CFD No. 1 and delivered to the Authority or the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by CFD No. 1 to the Authority or the Underwriter as to the statements made therein.

(i) CFD No. 1 Bond Proceeds. CFD No. 1 will apply the proceeds of the CFD No. 1 Bonds in accordance with the CFD No. 1 Fiscal Agent Agreement.

(j) Official Statement. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (as of its date) (in both cases other than the information with respect to DTC and the book-entry only system, the information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond, and the information contained in Appendices E and F, as to which no view is expressed) is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the assumptions with which they were made not misleading.

(k) No Other Bonds. Between the date of this Purchase Agreement and the date of Closing, CFD No. 1 will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

7. CFD No 2000-3 Representations, Warranties, and Covenants. CFD No. 2000-3 represents, warrants, and covenants to the Underwriter, the Authority, the City, and CFD No. 1 that:

(a) Due Organization, Existence, and Authority. CFD No. 2000-3 is a community facilities district, duly organized and validly existing under the Constitution and laws of the State, with full right, power, and authority to (i) enter into this Purchase Agreement, (ii) enter into the CFD No. 2000-3 Fiscal Agent Agreement, (iii) enter into the CFD No. 2000-3 Bonds Purchase Agreement, (iv) enter into the CFD No. 2000-3 Escrow Agreement, (v) adopt Resolution No. _____ of the City Council, as the legislative body of CFD No. 2000-3, authorizing the issuance of the CFD No. 2000-3

Bonds and authorizing entry into certain documents (the “CFD No. 2000-3 Resolution of Issuance”), and to take all other actions on the part of CFD No. 2000-3 relating thereto (collectively, the “CFD No. 2000-3 Proceedings”), (vi) issue, sell, and deliver the CFD No. 2000-3 Bonds to the Authority as provided in the CFD No. 2000-3 Bonds Purchase Agreement, and (vii) carry out and consummate the transactions on its part contemplated by this Purchase Agreement, the CFD No. 2000-3 Fiscal Agent Agreement, CFD No. 2000-3 Bonds Purchase Agreement, the CFD No. 2000-3 Escrow Agreement, and the Official Statement.

This Purchase Agreement, the CFD No. 2000-3 Fiscal Agent Agreement, the CFD No. 2000-3 Bonds Purchase Agreement, the CFD No. 2000-3 Bonds, and the CFD No. 2000-3 Escrow Agreement are collectively referred to herein as the “CFD No. 2000-3 Documents.”

(b) Due Authorization and Approval of CFD No. 2000-3. By all necessary official action of the City Council, as the legislative body of CFD No. 2000-3, CFD No. 2000-3 has (i) duly authorized and approved the execution and delivery by CFD No. 2000-3 of, and the performance by CFD No. 2000-3 of the obligations on its part contained in, the CFD No. 2000-3 Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the CFD No. 2000-3 Documents will constitute the legally valid and binding obligations of CFD No. 2000-3 enforceable upon CFD No. 2000-3 in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. CFD No. 2000-3 has complied, and will at the Closing be in compliance in all respects, with the terms of the CFD No. 2000-3 Documents applicable to CFD No. 2000-3.

The CFD No. 2000-3 special taxes described in the Official Statement have been duly and lawfully levied under and pursuant to the provisions of the Mello-Roos Act; and the CFD No. 2000-3 special tax constitutes a valid and legally binding lien on land in CFD No. 2000-3. The CFD No. 2000-3 special taxes are not subject to repeal or reduction by action of the City Council if the effect thereof would interfere with the timely payment of the principal of and interest on the CFD No. 2000-3 Bonds. Except as disclosed in the Official Statement, as of the Closing Date there will be no outstanding liens for general (*ad valorem*) taxes or assessment liens or special tax liens against the land in CFD No. 2000-3 which will be senior to the CFD No. 2000-3 special tax liens referred to in this paragraph.

(c) No Material Change in Finances. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of CFD No. 2000-3 since the date of the Preliminary Official Statement.

(d) No Breach or Default. As of the time of acceptance hereof and as of the Closing, except as otherwise disclosed in the Official Statement, CFD No. 2000-3 is not, and as of the time of the Closing CFD No. 2000-3 will not be in breach of or in default

under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which CFD No. 2000-3 is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have an adverse effect on CFD No. 2000-3's ability to perform its obligations under the CFD No. 2000-3 Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the CFD No. 2000-3 Documents and compliance by CFD No. 2000-3 with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which CFD No. 2000-3 (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery, 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 its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the CFD No. 2000-3 Documents.

(e) **No Litigation.** At the time of acceptance hereof there is and as of the Closing there will be no Action pending (notice of which has been served on CFD No. 2000-3) or, to the best knowledge of CFD No. 2000-3, threatened, in which any such Action (i) in any way questions the corporate existence of CFD No. 2000-3 or the titles of the officers of CFD No. 2000-3 to their respective offices; (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of the CFD No. 2000-3 Bonds or the Bonds or the payment or collection of installments of CFD No. 2000-3 special taxes or any amounts pledged or to be pledged to pay the principal of and interest on the CFD No. 2000-3 Bonds or the Bonds, or in any way contests or affects the validity of the CFD No. 2000-3 Documents or the consummation of the transactions on the part of CFD No. 2000-3 contemplated thereby; (iii) contests the exemption of interest on the CFD No. 2000-3 Bonds from State income taxation or contests the powers of CFD No. 2000-3 which may result in any material adverse change relating to the financial condition of CFD No. 2000-3; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and as of the Closing there will be no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) **CFD No. 2000-3 Bonds Issued Per CFD No. 2000-3 Fiscal Agent Agreement.** The CFD No. 2000-3 Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. CFD No. 2000-3 represents that

the CFD No. 2000-3 Bonds, when issued, executed, and delivered in accordance with the CFD No. 2000-3 Fiscal Agent Agreement and sold to the Authority as provided in the CFD No. 2000-3 Bonds Purchase Agreement, will be validly issued and outstanding limited obligations of CFD No. 2000-3, entitled to the benefits of the CFD No. 2000-3 Fiscal Agent Agreement. The CFD No. 2000-3 Fiscal Agent Agreement creates a valid pledge of the monies in certain funds and accounts established pursuant thereto, subject in all cases to the provisions of the CFD No. 2000-3 Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. The representations, warranties, and covenants made by CFD No. 2000-3 to the Authority in the CFD No. 2000-3 Bonds Purchase Agreement are true and correct in all material respects as of the date hereof and may be relied upon by the Underwriter as if made directly by CFD No. 2000-3 to the Underwriter.

(g) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by Closing for the due authorization of, or which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by CFD No. 2000-3 of, its obligations in connection with the CFD No. 2000-3 Documents have been duly obtained or made and are in full force and effect.

(h) Certificates. Any certificate signed by any authorized officer of CFD No. 2000-3 and delivered to the Authority or the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by CFD No. 2000-3 to the Authority or the Underwriter as to the statements made therein.

(i) CFD No. 2000-3 Bond Proceeds. CFD No. 2000-3 will apply the proceeds of the CFD No. 2000-3 Bonds in accordance with the CFD No. 2000-3 Fiscal Agent Agreement.

(j) Official Statement. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (as of its date) (in both cases other than the information with respect to DTC and the book-entry only system, the information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond, and the information contained in Appendices E and F, as to which no view is expressed) is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the assumptions with which they were made not misleading.

(k) No Other Bonds. Between the date of this Purchase Agreement and the date of Closing, CFD No. 2000-3 will not offer or issue any bonds, notes, or other obligations for borrowed money not previously disclosed to the Underwriter.

8. The Closing. At 8:00 a.m., California time, on the Closing Date, or at such other time as shall have been mutually agreed upon by the Authority and the Underwriter, (i) the Authority will deliver to the Underwriter the Bonds in definitive form in New York, New York,

or at such other location as shall be approved by the Underwriter, and (ii) the Authority will deliver the closing documents hereinafter mentioned at the offices of Goodwin Procter LLP, Los Angeles, California, or another place to be mutually agreed upon by the Authority and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in immediately available funds payable to the order of the Trustee on behalf of the Authority. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be delivered in typewritten form with one bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee for The Depository Trust Co. of New York, New York. The Bonds will be made available to the Underwriter for inspection not less than 72 hours prior to the Closing.

9. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and covenants herein and the performance by the Authority, the City, CFD No. 1, and CFD No. 2000-3 of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations and covenants of the Authority, the City, CFD No. 1, and CFD No. 2000-3 contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Authority Documents, the City Documents, the CFD No. 1 Documents, and the CFD No. 2000-3 Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter, (ii) there shall be in full force and effect all resolutions adopted as a part of the Authority Proceedings, the City Proceedings, the CFD No. 1 Proceedings, and the CFD No. 2000-3 Proceedings and such resolutions (collectively, the "Authorizing Resolutions") as, in the opinion of Goodwin Procter LLP, Los Angeles, California ("Bond Counsel"), shall be necessary in connection with the transactions on the part of the Authority, the City, CFD No. 1, and CFD No. 2000-3 contemplated by this Purchase Agreement, the Official Statement, the Authority Documents, the City Documents, the CFD No. 1 Documents, and the CFD No. 2000-3 Documents, (iii) the Authority, the City, CFD No. 1, and CFD No. 2000-3 shall perform or have performed their respective obligations required or specified in the Authority Documents, the City Documents, the CFD No. 1 Documents, and the CFD No. 2000-3 Documents to be performed at or prior to Closing, (iv) the Official Statement shall not have been supplemented or amended except as otherwise may have been agreed to in writing by the Underwriter, and (v) at or prior to the Closing, the Underwriter shall receive the documents specified in Section 10 below.

(c) No Default. At the time of the Closing, no default shall have occurred and be existing under this Purchase Agreement, the Authorizing Resolutions, the Authority Documents, the City Documents, or the CFD No. 1 Documents, and the CFD No. 2000-3 Documents, and the City, the Authority, CFD No. 1, and CFD No. 2000-3 shall not be in default in the payment of principal of or interest on any of their respective

bonded indebtedness which default adversely impacts the ability of the City to make payments on the AD Bonds, CFD No. 1 to make payments on the CFD No. 1 Bonds, CFD No. 2000-3 to make payments on the CFD No. 2000-3 Bonds, or the Authority to make payments on the Bonds.

(d) Termination Events. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification to the Authority if at any time at or prior to the Closing:

(i) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice, or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or state court or any ruling or regulation (final, temporary, or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service, or other federal or State authority materially adversely affecting the federal or State tax status of the Authority, the interest on bonds or notes or obligations of the general character of the Bonds or the market price of the Bonds; or

(iii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt

from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to market the Bonds; or

(v) a general banking moratorium shall have been established by federal or State authorities; or

(vi) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity, or crisis on the financial markets of the United States, being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds (it being agreed by the Underwriter that there is no outbreak, calamity, or crisis of such character as of the date hereof); or

(vii) Any rating of the Series A Bond Insurer shall have been downgraded, suspended, or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Series A Bonds; or

(viii) there shall be in force a general suspension of trading on the New York Stock Exchange.

10. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) **Bond Counsel Opinion.** Approving opinions of Bond Counsel, dated the Closing Date and substantially in the form included in Appendix C to the Official Statement, with respect to each of the Series A Bonds and the Series B Bonds, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter [, the Bond Insurer,] and the Trustee, to the effect that the foregoing opinions addressed to the Authority may be relied upon by the Underwriter [and the Bond Insurer] to the same extent as if such opinions were addressed to the Underwriter [and the Bond Insurer].

(b) **Supplemental Opinion.** A supplemental opinion of Bond Counsel addressed to the Underwriter and dated the Closing Date to the following effect:

(i) The statements contained in the Official Statement, on the cover page and under the captions "INTRODUCTION," "THE PLAN OF FINANCE," "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," and in

Appendices B, C, and D thereto, insofar as such statements expressly summarize certain provisions of the Bonds, the AD Bonds, the CFD No. 1 Bonds, the CFD No. 2000-3 Bonds, the Indenture, the AD Fiscal Agent Agreement, the CFD No. 1 Fiscal Agent Agreement, the CFD No. 2000-3 Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the opinions of Bond Counsel concerning certain federal tax matters relating to the Bonds, are accurate in all material respects; and

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

(c) **Authority Counsel Opinion.** An opinion of the City Attorney of the City, as counsel to the Authority, dated the Closing Date and addressed to the Underwriter, the City, [the Bond Insurer,] CFD No. 1, and CFD No. 2000-3, to the effect that:

(i) The Authority is duly organized and validly existing as a joint powers authority under the laws of the State of California;

(ii) The Authority has full legal power and lawful authority to enter into the Authority Documents and to carry out the transactions contemplated under the Authority Documents;

(iii) The Authority Resolution was duly adopted at a meeting of the governing body of the Authority, which meeting was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded;

(iv) The Authority Documents have been duly authorized, executed, and delivered by the Authority and constitute the legal, valid, and binding obligations of the Authority enforceable against the Authority in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best knowledge of such counsel, the execution and delivery of the Authority Documents and the Official Statement and compliance with the provisions thereof under the circumstances contemplated thereby, (a) do not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound, and (b) do not and will not in any material respect constitute on the part of the Authority a violation, breach of, or default under any court order or consent decree to which the Authority is subject;

(vi) The Official Statement has been duly authorized by the Governing Board of the Authority and executed on its behalf by an authorized officer of the Authority;

(vii) Except as may be stated in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, or investigation before or by any court, public board, or body pending (notice of which has been served on the Authority) or threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence, or powers of the Authority or the titles of its members and officers to their respective offices; (b) enjoin or restrain the issuance, sale, and delivery of the Bonds or the collection of the Revenues or the pledge thereof; (c) in any way question or affect any of the rights, powers, duties, or obligations of the Authority with respect to the Revenues or the monies and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds; or (e) in any way question or affect the Authority Documents or the transactions contemplated by the Authority Documents, the Official Statement, or any activity regarding the Bonds; and

(viii) With respect to the information in the Official Statement concerning the Authority, the Authority Documents, and the Authority Proceedings, without having undertaken to determine independently the accuracy, completeness, or fairness of such information, nothing has come to the attention of such counsel as of the Closing Date that would lead such counsel to believe that such information (excluding therefrom any financial statistical data and forecasts included therein, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) City Attorney Opinion. An opinion of the City Attorney on behalf of the City, dated the Closing Date and addressed to the Underwriter, the Authority, [the Bond Insurer,] CFD No. 1, and CFD No. 2000-3, to the effect that:

(i) The City is a general law city duly organized and existing under the Constitution and laws of the State of California;

(ii) The City has full legal power and lawful authority to enter into the City Documents and carry out the transactions contemplated under the City Documents;

(iii) The AD Resolution of Intention, the AD Resolution Confirming Reassessments, and the AD Resolution of Issuance (collectively, the “AD Resolutions”) have been duly adopted at a meeting of the City Council, which was called and held pursuant to law with all public notice required by law and at

which a quorum was present and acting throughout and such AD Resolutions are in full force and effect and have not been modified, amended, or rescinded;

(iv) The City Documents have been duly authorized, executed, and delivered by the City and constitute the legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best knowledge of such counsel, the execution and delivery of the City Documents and compliance with the provisions thereof under the circumstances contemplated thereby, (a) do not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound, and (b) do not and will not in any material respect constitute on the part of the City a violation, breach of, or default under any court order or consent decree to which the City is subject;

(vi) Except as may be stated in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, or investigation before or by any court, public board, or body pending (notice of which has been served on the City) or threatened wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of the City or the titles of its members and officers to their respective offices; or (b) affect the validity of the City Documents or restrain or enjoin the repayment of the AD Bonds or in any way contest or affect the validity of the City Documents or contest the authority of the City to enter into or perform its obligations under any of the City Documents, or under which a determination adverse to the City would have a material adverse affect upon the financial condition or the revenues of the City, or which, in any manner, questions the right of the City to use the unpaid Reassessments levied within the Assessment District for repayment of the AD Bonds or affects in any manner the right or ability of the City to collect or pledge the unpaid Reassessments levied within the Assessment District; and

(vii) With respect to the discussion in the Official Statement, insofar as such discussion purports to summarize information concerning the City, the City Proceedings, the City Documents, and the Assessment District, without having undertaken to determine independently the accuracy, completeness, or fairness of the discussion relating to such matters, nothing has come to the attention of such counsel as of the Closing Date that would lead such counsel to believe that such discussion (excluding therefrom any financial statistical data and forecasts included therein, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

(e) **City Attorney Opinion.** An opinion of the City Attorney on behalf of CFD No. 1, dated the Closing Date and addressed to the Underwriter, the Authority, the City, [the Bond Insurer,] and CFD No. 2000-3 to the effect that:

(i) CFD No. 1 is a community facilities district duly organized and existing under the Constitution and laws of the State of California;

(ii) CFD No. 1 has full legal power and lawful authority to enter into the CFD No. 1 Documents and carry out the transactions contemplated under the CFD No. 1 Documents;

(iii) The CFD No. 1 Resolution of Issuance has been duly adopted at a meeting of the City Council, which was called and held pursuant to law with all public notice required by law and at which a quorum was present and acting throughout and such CFD No. 1 Resolution of Issuance is in full force and effect and has not been modified, amended, or rescinded;

(iv) The CFD No. 1 Documents have been duly authorized, executed, and delivered by CFD No. 1 and constitute the legal, valid, and binding obligations of CFD No. 1 enforceable against CFD No. 1 in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best knowledge of such counsel, the execution and delivery of the CFD No. 1 Documents and compliance with the provisions thereof under the circumstances contemplated thereby, (a) do not in any material respect conflict with or constitute on the part of CFD No. 1 a breach of or default under any agreement or other instrument to which CFD No. 1 is a party or by which it is bound, and (b) do not and will not in any material respect constitute on the part of CFD No. 1 a violation, breach of, or default under any court order or consent decree to which CFD No. 1 is subject;

(vi) Except as may be stated in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, or investigation before or by any court, public board, or body pending (notice of which has been served on CFD No. 1) or threatened wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of CFD No. 1 or the titles of its members and officers to their respective offices; or (b) affect the validity of CFD No. 1 Documents or restrain or enjoin the repayment of the CFD No. 1 Bonds or in any way contest or affect the validity of the CFD No. 1 Documents or contest the authority of CFD No. 1 to enter into or perform its obligations under any of the

CFD No. 1 Documents, or under which a determination adverse to CFD No. 1 would have a material adverse affect upon the financial condition or the revenues of CFD No. 1, or which, in any manner, questions the right of CFD No. 1 to use the CFD No. 1 special taxes levied within CFD No. 1 for repayment of the CFD No. 1 Bonds or affects in any manner the right or ability of CFD No. 1 to collect or pledge the CFD No. 1 special taxes levied within CFD No. 1; and

(vii) With respect to the discussion in the Official Statement, insofar as such discussion purports to summarize information concerning CFD No. 1, the CFD No. 1 Proceedings, and CFD No. 1 Documents, without having undertaken to determine independently the accuracy, completeness, or fairness of the discussion relating to such matters, nothing has come to the attention of such counsel as of the Closing Date that would lead such counsel to believe that such discussion (excluding therefrom any financial statistical data and forecasts included therein, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) City Attorney Opinion. An opinion of the City Attorney on behalf of CFD No. 2000-3, dated the Closing Date and addressed to the Underwriter, the Authority, the City, [the Bond Insurer,] and CFD No. 1 to the effect that:

(i) CFD No. 2000-3 is a community facilities district duly organized and existing under the Constitution and laws of the State of California;

(ii) CFD No. 2000-3 has full legal power and lawful authority to enter into the CFD No. 2000-3 Documents and carry out the transactions contemplated under the CFD No. 2000-3 Documents;

(iii) The CFD No. 2000-3 Resolution of Issuance has been duly adopted at a meeting of the City Council, which was called and held pursuant to law with all public notice required by law and at which a quorum was present and acting throughout and such CFD No. 2000-3 Resolution of Issuance is in full force and effect and has not been modified, amended, or rescinded;

(iv) The CFD No. 2000-3 Documents have been duly authorized, executed, and delivered by CFD No. 2000-3 and constitute the legal, valid, and binding obligations of CFD No. 2000-3 enforceable against CFD No. 2000-3 in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best knowledge of such counsel, the execution and delivery of the CFD No. 2000-3 Documents and compliance with the provisions thereof under the circumstances contemplated thereby, (a) do not in any material respect

conflict with or constitute on the part of CFD No. 2000-3 a breach of or default under any agreement or other instrument to which CFD No. 2000-3 is a party or by which it is bound, and (b) do not and will not in any material respect constitute on the part of CFD No. 2000-3 a violation, breach of, or default under any court order or consent decree to which CFD No. 2000-3 is subject;

(vi) Except as may be stated in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, or investigation before or by any court, public board, or body pending (notice of which has been served on CFD No. 2000-3) or threatened wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of CFD No. 2000-3 or the titles of its members and officers to their respective offices; or (b) affect the validity of CFD No. 2000-3 Documents or restrain or enjoin the repayment of the CFD No. 2000-3 Bonds or in any way contest or affect the validity of the CFD No. 2000-3 Documents or contest the authority of CFD No. 2000-3 to enter into or perform its obligations under any of the CFD No. 2000-3 Documents, or under which a determination adverse to CFD No. 2000-3 would have a material adverse affect upon the financial condition or the revenues of CFD No. 2000-3, or which, in any manner, questions the right of CFD No. 2000-3 to use the CFD No. 2000-3 special taxes levied within CFD No. 2000-3 for repayment of the CFD No. 2000-3 Bonds or affects in any manner the right or ability of CFD No. 2000-3 to collect or pledge the CFD No. 2000-3 special taxes levied within CFD No. 2000-3; and

(vii) With respect to the discussion in the Official Statement, insofar as such discussion purports to summarize information concerning CFD No. 2000-3, the CFD No. 2000-3 Proceedings, and CFD No. 2000-3 Documents, without having undertaken to determine independently the accuracy, completeness, or fairness of the discussion relating to such matters, nothing has come to the attention of such counsel as of the Closing Date that would lead such counsel to believe that such discussion (excluding therefrom any financial statistical data and forecasts included therein, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) Trustee, Escrow Holder, and Fiscal Agent Counsel Opinion. One or more opinions of counsel to Wells Fargo Bank, National Association, as the Trustee, Escrow Holder, and Fiscal Agent (the “Bank”), all dated the Closing Date, addressed to the Underwriter, the Authority, the City, [the Bond Insurer,] CFD No. 1, and CFD No. 2000-3, and to the effect that:

(i) The Bank is a national banking association, duly organized and validly existing under the laws of the United States, having full power to enter into, accept, and administer the trust created under the Indenture and to enter into and perform its obligations under the AD Fiscal Agent Agreement, the CFD No. 1 Fiscal Agent Agreement, the CFD No. 2000-3 Fiscal Agent Agreement, the AD

Escrow Agreement, the CFD No. 1 Escrow Agreement, the CFD No. 2000-3 Escrow Agreement, and the Continuing Disclosure Agreement (collectively, the “Bank Agreements”);

(ii) Assuming due execution by the other parties thereto, the Bank Agreements have been duly authorized, executed, and delivered by the Bank and constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles, if equitable remedies are sought;

(iii) No consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Agreements or the consummation of the transactions contemplated by the Bank Agreements;

(iv) To the best knowledge of the Bank after due inquiry, the execution and delivery by the Bank of the Bank Agreements and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Bank is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Bank or any of its activities or properties (except that no representation, warranty, or agreement is made by the Bank with respect to any federal or state securities or blue sky laws or regulations); and

(v) To the best knowledge of the Bank after due inquiry, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Bank or threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Agreements or contesting the powers of the Bank or its authority to enter into and perform its obligations under the Bank Agreements.

(h) Special Tax Consultant’s Certificate re CFD No. 1. [CONFIRM:] The certificate of NBS Government Finance Group, Special Tax Consultant, dated the Closing Date, addressed to the Authority, CFD No. 1, the City, and the Underwriter, to the effect that (A) the special taxes levied in CFD No. 1, if levied and collected in accordance with the rate and method of apportionment of special tax for CFD No. 1, will annually yield sufficient revenue to make timely payments of the principal of and interest on the CFD No. 1 Bonds, plus annual administrative expenses of CFD No. 1 related to the levy and collection of such special taxes, (B) based upon the information provided to such firm as Special Tax Consultant in the course of such firm’s participation in the preparation of the Official Statement and without having undertaken to determine

independently the accuracy or completeness of the statements contained in the Official Statement relating to information not furnished by it, said firm has no reason to believe that the Official Statement as of the date of the Official Statement and of the date of Closing contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein relating to CFD No. 1, the special taxes collected therein, and the rate and method of apportionment of special tax for CFD No. 1, in light of the circumstances under which they were made, not misleading, and (C) all data provided by such firm and presented in the Official Statement, including the information presented in [CONFIRM:] [Tables __ through __ and in Appendix __] of the Official Statement, is true, correct, and accurate in all material respects.

(i) Special Tax Consultant's Certificate re CFD No. 2000-3.

[CONFIRM:] The certificate of NBS Government Finance Group, Special Tax Consultant, dated the Closing Date, addressed to the Authority, CFD No. 2000-3, the City, and the Underwriter, to the effect that (A) the special taxes levied in CFD No. 2000-3, if levied and collected in accordance with the rate and method of apportionment of special tax for CFD No. 2000-3, will annually yield sufficient revenue to make timely payments of the principal of and interest on the CFD No. 2000-3 Bonds, plus annual administrative expenses of CFD No. 2000-3 related to the levy and collection of such special taxes, (B) based upon the information provided to such firm as Special Tax Consultant in the course of such firm's participation in the preparation of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement relating to information not furnished by it, said firm has no reason to believe that the Official Statement as of the date of the Official Statement and of the date of Closing contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein relating to CFD No. 2000-3, the special taxes collected therein, and the rate and method of apportionment of special tax for CFD No. 2000-3, in light of the circumstances under which they were made, not misleading, and (C) all data provided by such firm and presented in the Official Statement, including the information presented in [CONFIRM:] [Tables __ through __ and in Appendix __] of the Official Statement, is true, correct, and accurate in all material respects.

(j) Reassessment Engineer's Certificate.

The certificate of NBS Government Finance Group, Reassessment Engineer, dated the Closing Date, addressed to the Authority, the City, and the Underwriter, to the effect that (A) based upon the information provided to such firm as the Reassessment Engineer to the City in the course of such firm's participation in the preparation of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement relating to information not furnished by it, said firm has no reason to believe that the Official Statement as of the date of the Official Statement and of the date of Closing contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein relating to the Assessment District, in light of the circumstances under which they were made, not misleading, and (B) all data provided by such firm and presented in the Official Statement, including the information presented in [CONFIRM:]

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[Tables __ through __ and in Appendix __] of the Official Statement, is true, correct, and accurate in all material respects.

(k) Authority Certificate. A certificate of the Authority, dated the Closing Date, and signed by an authorized officer of the Authority ratifying the use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds, and to the effect that:

(i) The representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) The Authority Proceedings are in full force and effect and have not been amended, modified, or supplemented;

(iii) The Authority has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied hereunder at or prior to the Closing; and

(iv) Nothing has come to the attention of the Authority that would lead it to believe that the information in the Official Statement (exclusive of any information with respect to DTC and the book-entry system and information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

(l) City Certificate. A certificate of the City, dated the Closing Date and signed by an authorized official of the City, to the effect that:

(i) The representations and warranties of the City contained herein and in the AD Bonds Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) The City AD Proceedings relating to the Bonds and the AD Bonds are in full force and effect and have not been amended, modified, or supplemented;

(iii) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied hereunder at or prior to the Closing; and

(iv) Nothing has come to the attention of the City that would lead it to believe that the information in the Official Statement (exclusive of any information with respect to DTC and the book-entry system and information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond) contains any untrue statement of a material fact or omits to state a

material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

(m) CFD No. 1 Certificate. A certificate of CFD No. 1, dated the Closing Date and signed by an authorized official of CFD No. 1, to the effect that:

(i) The representations and warranties of CFD No. 1 contained herein and in the CFD No. 1 Bonds Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) The CFD No. 1 Proceedings relating to the Bonds and the CFD No. 1 Bonds are in full force and effect and have not been amended, modified, or supplemented;

(iii) CFD No. 1 has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied hereunder at or prior to the Closing; and

(iv) Nothing has come to the attention of CFD No. 1 that would lead it to believe that the information in the Official Statement (exclusive of any information with respect to DTC and the book-entry system and information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

(n) CFD No. 2000-3 Certificate. A certificate of CFD No. 2000-3, dated the Closing Date and signed by an authorized official of CFD No. 2000-3 to the effect that:

(i) The representations and warranties of CFD No. 2000-3 contained herein and in the CFD No. 2000-3 Bonds Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) The CFD No. 2000-3 Proceedings relating to the Bonds and the CFD No. 2000-3 Bonds are in full force and effect and have not been amended, modified, or supplemented;

(iii) CFD No. 2000-3 has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied hereunder at or prior to the Closing; and

(iv) Nothing has come to the attention of CFD No. 2000-3 that would lead it to believe that the information in the Official Statement (exclusive of any information with respect to DTC and the book-entry system and information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond) contains any untrue statement of a material fact or omits to state a

material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

(o) **Bank's Certificate.** A certificate of the Bank, dated the Closing Date, addressed to the Underwriter, the Authority, the City, CFD No. 1, and CFD No. 2000-3, to the following effect:

(i) The Bank is duly organized and existing as a national banking association in good standing under the laws of the United States, having the full power and authority to accept and perform its duties under the Bank Agreements;

(ii) The Bank Agreements have been duly authorized, executed, and delivered by the Bank and constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors rights, or by the application of equitable principles if equitable remedies are sought;

(iii) The Bank is duly authorized to accept the obligations created by the Bank Agreements, and to authenticate the Bonds pursuant to the terms of the Indenture, the AD Bonds pursuant to the terms of the AD Fiscal Agent Agreement, the CFD No. 1 Bonds pursuant to the terms of the CFD No. 1 Fiscal Agent Agreement, and the CFD No. 2000-3 Bonds pursuant to the terms of the CFD No. 2000-3 Fiscal Agent Agreement; and

(iv) No consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds, the AD Bonds, the CFD No. 1 Bonds, or the CFD No. 2000-3 Bonds, or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds, the AD Bonds, the CFD No. 1 Bonds, and the CFD No. 2000-3 Bonds and the acceptance and performance by the Bank of the obligations created by the Bank Agreements.

(p) **Disclosure Counsel Letter.** A letter from Goodwin Procter LLP, disclosure counsel to the Authority ("Disclosure Counsel"), dated the Closing Date, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as counsel to the Authority and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Official Statement, nothing has come to such counsel's attention that would cause such counsel to believe that, as of the Closing Date, the Official Statement (excluding therefrom the reports and financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information with respect to the Series A Bond Insurer, the Series A Bond Insurance Policy, and the Surety Bond, and the information included in the Appendices thereto, as to which no view need be expressed) contains any untrue statement of a material fact or

omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(q) Official Statement. The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Authority by a duly authorized officer of the Authority.

(r) Documents. An original executed copy of each of the Authority Resolution, the AD Resolutions, the CFD No. 1 Resolution of Issuance, the CFD No. 2000-3 Resolution of Issuance, the Authority Documents, the City Documents, the CFD No. 1 Documents, the CFD No. 2000-3 Documents, and authorizing resolutions of the Trustee, the Fiscal Agent, and the Escrow Holder.

(s) Verification Letters. One or more letters addressed to the Authority, the City, CFD No. 1, and CFD No. 200-3, dated on or before the Closing Date, from Causey, Demgen & Moore Inc., Denver, Colorado (the "Verification Agent"), verifying the accuracy of (i) the mathematical computations concerning the adequacy of the moneys to be deposited with the Escrow Holder in the Escrow Account under the CFD No. 1 Escrow Agreement to pay when due pursuant to the stated maturity or call for redemption the principal of and interest and premium with respect to the Prior CFD No. 1 Bonds and (ii) the mathematical computations concerning the adequacy of the moneys to be deposited with the Escrow Holder in the Escrow Account under the CFD No. 2000-3 Escrow Agreement to pay when due pursuant to the stated maturity or call for redemption the principal of and interest and premium with respect to the Prior CFD No. 2000-3 Bonds.

(t) Evidence of Ratings. **[TO BE CONFIRMED/REVISED:]** Written evidence that that underlying rating on the Series A Bonds of "___" by Standard & Poor's Ratings Services and that the rating on the Series A Bonds of "___" by Standard & Poor's Ratings Services as a result of the Series A Bond Insurance Policy (as hereinafter defined) provided by the Series A Bond Insurer (as hereinafter defined) are in full force and effect on the Closing Date.

(u) Tax Certificate. A tax certificate of the Authority, in form satisfactory to Bond Counsel, signed by an appropriate officer of the Authority.

(v) Series A Bond Insurer's Counsel Opinion. **[CONFIRM:]** An opinion addressed to the Authority and the Underwriter, dated the Closing Date, of counsel to _____ (the "Series A Bond Insurer") to the effect that each of the municipal bond insurance policy described in the Official Statement (the "Series A Bond Insurance Policy"), and the surety bond described therein (the "Surety Bond") is a legal, valid, and binding obligation of the Bond Insurer enforceable in accordance with its terms.

(w) Evidence of Bond Insurance to Underwriter. **[CONFIRM:]** Evidence satisfactory to the Underwriter that the Series A Bonds shall have received the Series A Bond Insurance Policy by the Series A Bond Insurer that unconditionally guarantees the timely payments of all debt service on the Series A Bonds.

(x) **Evidence of Surety Bond to Underwriter.** [CONFIRM:] Evidence satisfactory to the Underwriter that the Surety Bond guaranteeing certain payments into the Reserve Fund with respect to the Series A Bonds as provided therein and subject to the limitations set forth therein shall have been issued by the Series A Bond Insurer.

(y) **Series A Bond Insurer's Certificates.** [CONFIRM:] A certificate addressed to the Authority and the Underwriter, dated the Closing Date, of an officer of the Series A Bond Insurer to the effect that the statements in the Official Statement under the caption "BOND INSURANCE FOR SERIES A BONDS," and "APPENDIX E – SERIES A BOND INSURANCE POLICY SPECIMEN" accurately reflect and fairly present the information purported to be shown therein, and a no-default certificate.

(z) **Rule 15c2-12 Certificates.** Certificates of the Authority, the City, CFD No. 1, and CFD No. 2000-3 with respect to the Preliminary Official Statement, as required by the Rule.

(aa) **CDIAC Statements.** Copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee ("CDIAC") pursuant to Section 8855 of the California Government Code.

(bb) **Form 8038-G.** Evidence that federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(cc) **Additional Documents.** Such additional legal opinions, certificates, instruments, and other documents as Bond Counsel or the Underwriter may reasonably deem necessary.

If the Authority, the City, CFD No. 1, or CFD No. 2000-3 shall be unable to satisfy the conditions contained in this Purchase Agreement and if such unsatisfied conditions have not been waived by the Underwriter, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the Underwriter, the Authority, the City, CFD No. 1, or CFD No. 2000-3 shall be under further obligation hereunder, except as further set forth in Section 11 hereof.

11. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Authority, the City, CFD No. 1, and CFD No. 2000-3 shall pay or cause to be paid the respective expenses incident to the performance of the Authority's, the City's, CFD No. 1's, and CFD No. 2000-3's obligations hereunder: (i) the costs of the preparation and printing of the Bonds, (ii) the fees and disbursements of Bond Counsel, of Disclosure Counsel, of the City Attorney of the City, and of counsel to the Authority, CFD No. 1, and CFD No. 2000-3, (iii) the cost of preparation, printing, and mailing of the Preliminary Official Statement and Official Statement and any supplements and amendments thereto, including a reasonable number of copies thereof for distribution by the Underwriter; and (iv) the fees and disbursements of accountants, advisers, and any other experts or

consultants retained by the Authority, the City, CFD No. 1, or CFD No. 2000-3 with respect to the Bonds.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all other expenses, CDIAAC fees, and CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

12. Notice. Any notice or other communication to be given to the Authority, the City, CFD No. 1, or CFD No. 2000-3 under this Purchase Agreement may be given by delivering the same in writing to such entities care of the City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Chief Financial Officer.

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, Attention: Public Finance.

13. Survival of Representations and Warranties. The representations and warranties of the Authority, the City, CFD No. 1, and CFD No. 2000-3 set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied, or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City, the Authority, CFD No. 1, or CFD No. 2000-3 and regardless of delivery of and the payment for the Bonds. All statements contained in any certificate, instrument, or other writing delivered by a party to this Purchase Agreement or in connection with the transactions contemplated by this Purchase Agreement constitute representations and warranties by such party under this Purchase Agreement.

14. Entire Agreement. This Agreement is made solely for the benefit of the Authority, the City, CFD No. 1, CFD No. 2000-3, and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and supersedes and replaces all prior negotiations, agreements, and understandings between the parties hereto in relation to the sale of the Bonds.

15. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

16. State of California Law Governs. The validity, interpretation, and performance of this Purchase Agreement shall be governed by the laws of the State of California.

17. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter, the City, CFD No. 1, CFD No. 2000-3, or the Authority without the prior written consent of the other parties hereto.

[Remainder of Page Intentionally Left Blank]

18. Counterparts. This Purchase Agreement and any amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, dba STONE & YOUNGBERG,
A DIVISION OF STIFEL NICOLAUS

By: _____
Managing Director

Accepted as of the date first stated above:

CITY OF OXNARD FINANCING AUTHORITY

By: _____
James Cameron, Controller

CITY OF OXNARD

By: _____
James Cameron, Chief Financial Officer

COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
OF THE CITY OF OXNARD

By: _____
James Cameron, Chief Financial Officer

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE)

By: _____
James Cameron, Chief Financial Officer

Time of Execution: _____

