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**INDEPENDENT CITIES FINANCE AUTHORITY
(CITY OF COMPTON, CALIFORNIA)
SALES TAX REVENUE BONDS, SERIES 2021**

BOND PURCHASE AGREEMENT

December [], 2020

Independent Cities Finance Authority
P.O. Box 6740
Lancaster, California 93539-6740

City of Compton
205 South Willowbrook Ave.
Compton, California 90220

Ladies and Gentlemen:

The undersigned Raymond James & Associates, Inc. (the "Underwriter") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Independent Cities Finance Authority (the "Authority") and the City of Compton, California (the "City"), which, upon the acceptance by the Authority and the City, will be binding upon the Authority, the City and the Underwriter. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase Agreement and delivery of the same to the Underwriter prior to 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement (defined herein).

Section 1. Purchase and Sale. Upon the terms and conditions and on the basis of the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to issue, sell and deliver to the Underwriter all (but not less than all) of the Independent Cities Finance Authority (City of Compton, California) Sales Tax Revenue Bonds, Series 2021 (the "Bonds") in the aggregate principal amount of \$_____. The Bonds shall be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on June 1 and December 1 in each year, commencing June 1, 2021 (each an "Interest Payment Date") and will bear interest at the rates and on the dates as set forth in Exhibit A hereto. The purchase price for the Bonds shall be \$_____ (which represents the principal amount of the Bonds in the amount of \$_____, [plus][less] a net [premium][discount] in the amount of \$_____, less an Underwriter's discount of \$_____).

[At the request of the Authority, on the date of Closing (as defined below), the Underwriter will wire to _____ an amount equal to \$_____, representing the premium for the reserve surety bond (the "Surety Bond"). As a result, the net amount to be wired to the Authority by the Underwriter in connection with the purchase of the Bonds will be \$_____.]

The City and Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the City, the Authority and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), financial advisor or fiduciary; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the City and the Authority have consulted their own legal, financial, municipal and other advisors to the extent they have deemed appropriate; and (v) the Underwriter has provided the Authority and the City with certain disclosures required under the rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Authority and the City hereby acknowledge receipt from the Underwriters of disclosures required by MSRB Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriters' role in the transaction, disclosures concerning the Underwriters' compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

Section 2. The Bonds and Related Documents. The Bonds shall be issued pursuant to a Trust Agreement, dated as of January 1, 2021 (the "Trust Agreement"), by and among the Authority, the City and U.S. Bank National Association, Los Angeles, California, as trustee (the "Trustee"). The Bonds are payable from the Revenues (defined below) pledged under the Trust Agreement. The Revenues consist primarily of installment payments (the "Installment Payments") to be made by the City to the Authority and investment earnings derived from amounts held in certain funds and accounts established pursuant to the Trust Agreement (collectively with the Installment Payments, the "Revenues"). The Bonds are being issued to (i) finance the design, acquisition and construction of certain local roadway and street improvement projects (collectively, the "Projects") in the City, (ii) purchase a debt service reserve policy to satisfy the reserve requirement for the Bonds and (iii) pay the costs of issuing the Bonds. The Authority will sell the Projects to the City pursuant to an Installment Sale Agreement, dated as of January 1, 2021 (the "Installment Sale Agreement"), by and between the Authority and the City. The Bonds shall be as described in the Trust Agreement and the Limited Offering Memorandum dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Limited Offering Memorandum").

The City will undertake, pursuant to the provisions of a Continuing Disclosure Agreement, to be dated the date of the Closing (the "Disclosure Agreement"), by and between the City and [____], as dissemination agent, to provide certain annual information and notices of the occurrence of certain enumerated events. A description of the undertaking is set forth in the Preliminary Limited Offering Memorandum (as defined below) and will also be set forth in the Limited Offering Memorandum. The Trust Agreement, the Installment Sale Agreement and this Purchase Agreement are sometimes collectively referred to herein as the "Authority Documents."

Section 3. Public Offering and Establishment of Issue Price. The Underwriter agrees to make a *bona fide* initial public offering of all the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change

the interest rates set forth on Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing (as defined below) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth in Exhibit A attached hereto,] [t]he Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter confirms that:

- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

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

(e) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the underwriter participating in the initial sale of the Bonds to the public (each such term being used as

defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

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

Section 4. The Limited Offering Memorandum. By their acceptance of this Purchase Agreement, the Authority and the City ratify, confirm and approve of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum relating to the Bonds, dated [____], 2020 (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Limited Offering Memorandum”) that authorized officers of the City and the Authority deemed “final” as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”) except for certain omissions permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, copies of the final Limited Offering Memorandum, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Authority, the City and the Underwriter (the “Limited Offering Memorandum”)) in such quantity as the Underwriter shall reasonably request to comply with Rule 15c2-12(b)(4) and the rules of the MSRB.

Section 5. Closing. At 8:30 a.m., California time, on January [___], 2021, or at such other time or date as the Authority, the City and the Underwriter mutually agree upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered through the facilities of The Depository Trust Company, New York New York (“DTC”), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the Authority and the City shall deliver the documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, A Professional Corporation, Newport Beach, California (“Stradling”) or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in

immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents referenced herein, is called the “Closing.”

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of \$100,000 and any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriter to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

Section 6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriter and the City that:

(a) The Authority is and will be at the date of Closing a joint exercise of powers authority organized and existing under the laws of the State of California (the “State”), including Section 6500 *et seq.* of the Government Code of the State of California (the “JPA Act”) with all necessary power and authority to enter into and perform its duties under the Authority Documents.

(b) The Authority has complied with all filing requirements of the JPA Act.

(c) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly approved the distribution of the Preliminary Limited Offering Memorandum and the distribution of the Limited Offering Memorandum (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained, in the Authority Documents. When executed and delivered, each Authority Document will constitute the legal, valid and binding obligation of the Authority enforceable in accordance with its 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.

(d) Prior to the date hereof, the Authority has provided to the Underwriter for its review the Preliminary Limited Offering Memorandum that an authorized officer of the Authority has deemed final for purposes of Rule 15c2-12, has approved the distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and has duly authorized the execution and delivery of the Limited Offering Memorandum (including in electronic form). The Preliminary Limited Offering Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the final Limited Offering Memorandum did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading.

(e) The execution and delivery by the Authority of the Authority Documents and the approval and execution by the Authority of the Limited Offering Memorandum and compliance with the provisions on the Authority’s part contained in the Authority Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the Authority to carry out its obligations under the Authority Documents, nor will

any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(f) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Limited Offering Memorandum 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 affecting the use of the Limited Offering Memorandum in connection with the offering, sale or distribution of the Bonds.

(g) The Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority 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 an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with respect to which the Authority has been served or, to the best knowledge of the officers of the Authority, threatened (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices, (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the powers of the Authority to enter into the Authority Documents or (iii) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any supplement or amendment thereto or asserting that the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iii) of this sentence.

(i) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

(j) The Authority will apply the proceeds of the Bonds in accordance with the Trust Agreement.

Section 7. Representations, Warranties and Covenants of the City. The City represents, warrants and covenants to the Underwriter and the Authority that:

(a) The City is and will be at the date of Closing a municipal corporation and charter city duly organized and existing pursuant to and under the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under the Disclosure Agreement, the Trust Agreement, the Installment Sale Agreement and this Purchase Agreement (collectively, the “City Documents” and, together with the Authority Documents, the “Legal Documents”) and has by official action duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents.

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly approved the distribution of the Preliminary Limited Offering Memorandum and the distribution of the Limited Offering Memorandum (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained, in the City Documents. When executed and delivered, each City Document will constitute the legally valid and binding obligation of the City enforceable in accordance with its 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.

(c) The Preliminary Limited Offering Memorandum heretofore delivered to the Underwriter is hereby deemed final by the City as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The Preliminary Limited Offering Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the Limited Offering Memorandum did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in the light of the circumstances under which they were made, not misleading.

(d) The execution and delivery by the City of the City Documents and the approval by the City of the Limited Offering Memorandum and compliance with the provisions on the City’s part contained in the City Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the City to carry out its obligations under the City Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(e) The City will advise the Underwriter promptly of any proposal to amend or supplement the Limited Offering Memorandum and will not effect or consent to any such amendment or supplement without first conferring with the Underwriter regarding the form and substance of such amendment or supplement. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Limited Offering Memorandum in connection with the offering, sale or distribution of the Bonds.

(f) The City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, 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 an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(g) The audited financial statements of the City appended to the Limited Offering Memorandum for the year ended June 30, 2019, and any unaudited financial information presented in the body thereof, fairly present the financial position and results of the City as of the dates and for the periods set forth. Except as disclosed in the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2019 and, except as disclosed in the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum or otherwise disclosed in writing to the Underwriter, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(h) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the officers of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the power of the City to enter into the City Documents; (iii) which may result in any material adverse change to the financial condition of the City or to its ability to pay the Installment Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any supplement or amendment thereto or asserting that the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iv) of this sentence.

(i) To the extent required by law, the City will undertake, pursuant to the Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Limited Offering Memorandum and will also be set forth in the Limited Offering Memorandum. Except as otherwise disclosed in the Preliminary Limited Offering Memorandum, the City has not failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of enumerated events in the past five years.

(j) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

(k) As of the date hereof, the City does not have any material obligations secured by the Measure M Receipts, the Measure R Receipts or the Proposition C Receipts, except as disclosed in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(l) The City has obtained all approvals required for the City to enter into the Installment Sale Agreement, including the pledge of Measure R Receipts, Measure M Receipts, and Proposition C Receipts to payment of the 2020 Installment Sale Payments (defined in the Installment Sale Agreement), including without limitation approval from the Los Angeles County Metropolitan Transit Authority (“MTA”). The City is in compliance in all material respects with the Guidelines promulgated by MTA with respect to the receipt by the City of Measure R Receipts, Measure M Receipts, and Proposition C Receipts to pay the costs of the Project, including to pay the 2020 Installment Sale Payments.

Section 8. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the date of the Closing shall be subject, at the option of the Underwriter, to the accuracy in all respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Stradling and Butler Snow, LLP, Atlanta, Georgia (“Butler Snow,” and together with Stradling, in such capacity, “Bond Counsel”), Disclosure Counsel (as defined herein) and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the date of the Closing; and to the following additional conditions:

(a) The representations, warranties and covenants of the City and the Authority contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Limited Offering Memorandum shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Bond Counsel, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) At the time of the Closing, no default shall have occurred or be existing under the Authority Documents, the City Documents, or any other agreement or document pursuant to which any of the City’s financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to make the Installment Payments;

(d) In recognition of the desire of the Authority, the City and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the absolute discretion of the Underwriter by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Limited Offering Memorandum, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States of America or by any legislation in or by the Congress of the United States of America 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 of America, 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 of America, the Treasury Department of the United States of America, 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 by any member thereof, 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 of America, or the favorable reporting for passage of legislation to either House of the Congress of the United States of America 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 affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Limited Offering Memorandum, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental

authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State or New York authorities, or the general suspension of trading on any national securities exchange; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of America of a national emergency or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical to proceed with the purchase or delivery of the Bonds as contemplated by the final Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds shall have been downgraded or withdrawn by a national rating service, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) the commencement of any action, suit or proceeding described in Section 6(h) or Section 7(h);

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) all resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the Authority Documents and the Limited Offering Memorandum;

(ii) all resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Limited Offering Memorandum;

(iii) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iv) the approving opinion of Bond Counsel, dated the date of Closing and addressed to the Authority and the City, in substantially the form attached as Appendix D to the Limited Offering Memorandum, together with a reliance letter thereon addressed to the Underwriter;

(v) a supplemental opinion of Bond Counsel dated the date of Closing and addressed to the Underwriter, in substantially the form attached as Exhibit C hereto;

(vi) the Limited Offering Memorandum, executed on behalf of the Authority and the City;

(vii) evidence that the Bonds have been rated “[]” by S&P Global Ratings;

(viii) a certificate, dated the date of Closing, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect

that: (i) the representations, warranties and covenants of the Authority contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to the date of Closing; (ii) to the best of such officer's knowledge, no event affecting the Authority has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Limited Offering Memorandum (other than information relating to DTC and its bookentry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (iv) the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(ix) a certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing; (ii) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Limited Offering Memorandum (other than information relating to DTC and its bookentry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; (iv) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument; and (v) no further consent is required for inclusion of its audited financial statements in the Limited Offering Memorandum;

(x) an opinion dated the date of Closing and addressed to the Authority, the City, the Underwriter, the Trustee and Bond Counsel, of Best, Best and Krieger LLP, as Counsel to the Authority, in substantially the form attached hereto as Exhibit D;

(xi) an opinion dated the date of Closing and addressed to the Authority, the City, the Underwriter, the Trustee and the Bond Counsel, of the Office of the City Attorney of the City, in substantially the form attached hereto as Exhibit E;

(xii) Disclosure Letter. A letter from Stradling and Butler Snow (together, "Disclosure Counsel"), dated the date of the Closing, addressed to the Underwriter substantially in the form attached hereto as Exhibit F.

(xiii) an opinion of counsel to the Trustee, addressed to the Underwriter and the Authority, dated the date of the Closing, to the effect that:

(A) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America, having full corporate power to undertake the trust created under the Trust Agreement;

(B) the Trust Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other party thereto, the Trust Agreement constitutes the valid, legal and binding obligation of the Trustee enforceable in accordance with its 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;

(C) the Trustee has duly authenticated the Bonds upon the order of Authority;

(D) the Trustee's actions in executing and delivering the Trust Agreement are in full compliance with, and do not conflict with any applicable law or governmental regulation and, to the best of such counsel's knowledge, after reasonable inquiry with respect thereto, do not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound;

(E) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trust Agreement; and

(F) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending or, to the best of such counsel's knowledge, threatened against or affecting the Trustee, which would materially adversely impact the Trustee's ability to complete the transactions contemplated by the Trust Agreement.

(xiv) a certificate, dated the date of Closing, signed by a duly authorized officer of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) the Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Trust Agreement;

(B) the Trustee is duly authorized to enter into the Trust Agreement and has duly executed and delivered the Trust Agreement, and assuming due authorization and execution by the other party thereto, the Trust Agreement is legal, valid and binding upon the Trustee and enforceable against such party in accordance with its terms;

(C) the Trustee has duly authenticated the Bonds under the Trust Agreement and delivered the Bonds to or upon the order of the Underwriter;

(D) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is required for the execution and delivery of the Bonds or the consummation by the Trustee of its obligations under the Trust Agreement; and

(E) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending or, to the best of such counsel's knowledge, threatened against or affecting the Trustee, which would materially adversely impact the Trustee's ability to complete the transactions contemplated by the Trust Agreement.

(xv) the preliminary and final forms required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code of the State of California and Section 8855(i) and (j) of the Government Code;

(xvi) a copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system;

(xvii) the tax and nonarbitrage certificate by the Authority and the City in form and substance to the reasonable satisfaction of Bond Counsel, the Underwriter and Nixon Peabody LLP ("Underwriter's Counsel");

(xviii) an opinion of Underwriter's Counsel in form and substance acceptable to the Underwriter;

(xix) a certificate, dated the date of the Preliminary Limited Offering Memorandum, of the City, deeming the Preliminary Limited Offering Memorandum final for purposes of Rule 15c2-12;

(xx) a certificate, dated the date of the Preliminary Limited Offering Memorandum, of the Authority, deeming the sections of the Preliminary Limited Offering Memorandum describing the Authority, final for purposes of Rule 15c2-12;

(xxi) letter or letters of approval from MTA;

(xxii) a certified copies of the Joint Exercise of Powers Agreement establishing the Authority, and all amendments thereto, and related certificates issued by the Secretary of State of the State; and

(xxiii) [reference provider, certificate and opinion if such municipal bond insurance or surety is purchased for the Bonds]; and

(xxiv) such additional legal opinions, Bonds, proceedings, instruments or other documents as the Underwriter or Underwriter's Counsel may reasonably request.

Section 9. Changes in Limited Offering Memorandum. Within 90 days after the Closing or within 25 days following the “end of the underwriting period” (as defined in Rule 15c2-12), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Limited Offering Memorandum in order to make the Limited Offering Memorandum not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Limited Offering Memorandum so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Limited Offering Memorandum is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Limited Offering Memorandum with the MSRB. The Underwriter acknowledges that the “end of the underwriting period” will be the date of Closing unless the Underwriter otherwise notifies the City in writing that it still owns some or all of the Bonds.

Section 10. Expenses. (a) Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the Authority shall pay, or cause the City to pay, out of the proceeds of the Bonds or any other legally available funds of the City or the Authority, all expenses incidental to the performance of the Authority's obligations hereunder, including but not limited to the cost of printing and delivering the Legal Documents to the Underwriter; the costs of printing and shipping and electronic distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in reasonable quantities; the fees and disbursements of the Authority, the Trustee and its counsel, Bond Counsel, Disclosure Counsel, Authority Counsel, the City Attorney, the municipal advisor and any other experts or consultants retained by the City or the Authority in connection with the issuance and sale of the Bonds; rating agency fees; advertising expenses; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with the issuance and sale of the Bonds. The Authority shall pay, or cause the City to pay out of the proceeds of the Bonds, for any expenses incurred by the Underwriter on behalf of the City's or the Authority's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees and representatives.

(b) Whether or not the Bonds are delivered to the Underwriter as set for herein, the Authority shall be under no obligation to pay, and the Underwriter shall be responsible for and pay (which may be included as an expense component of the Underwriter's discount), MSRB, CUSIP Bureau and CDIA

fees and expenses to qualify the Bonds for sale under any “blue sky” laws; the cost of a continuing disclosure compliance review performed by DAC; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the cost of preparing this Purchase Agreement and other Underwriter documents, travel expenses and the fees and disbursements of Underwriter’s Counsel.

Section 11. Notices. 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 Raymond James & Associates, Inc. 39 E. Union Street, Pasadena, CA 91103, Attention: Jose A. Vera, Managing Director. Any notice or communication to be given the Authority under this Purchase Agreement may be given by delivering the same in writing to the Independent Cities Finance Authority, P.O. Box 6740, Lancaster, CA 93539, Attention: Executive Director. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Compton, 205 South Willowbrook Ave., Compton, CA 90220, Attention: City Manager. All notices or communications hereunder by any party shall be given and served upon each other party.

Section 12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority and the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 13. Counterparts. This Purchase Agreement 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.

[Remainder of page intentionally left blank.]

Section 14. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

RAYMOND JAMES & ASSOCIATES, INC.

By: Jose A. Vera
Managing Director

Accepted:
INDEPENDENT CITIES FINANCE AUTHORITY

By: Executive Director
Time of Execution: ____: ____

Accepted:
CITY OF COMPTON

By: City Manager
Time of Execution: ____: ____

EXHIBIT A

MATURITY SCHEDULE

\$ _____
INDEPENDENT CITIES FINANCE AUTHORITY
(CITY OF COMPTON, CALIFORNIA)
SALES TAX REVENUE BONDS, SERIES 2021

Maturity Date	Principal Amount	Interest Rate	Yield	Price	10% Test Used	Hold-The-Offering-Price Used
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* Yield calculated to the first optional redemption date of _____ 1, 20__.

EXHIBIT B

§ _____
**INDEPENDENT CITIES FINANCE AUTHORITY
(CITY OF COMPTON, CALIFORNIA)
SALES TAX REVENUE BONDS, SERIES 2021**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (the “**Underwriter**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

1. ***Sale of the [Bonds][10% Maturities].*** As of the date of this Certificate, for each Maturity of the [Bonds][10% Maturities], the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the [Bonds][Undersold Maturities].***

(a) The Underwriter offered the [Bonds][Undersold Maturities] to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the [Bonds][Undersold Maturities], it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, the Underwriter has neither offered nor sold any Maturity of the [Bonds][Undersold Maturities] at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms.***

[(a) *10% Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “10% Maturities.”]

(b) *Issuer* means Independent Cities Finance Authority.

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

[(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2019), or (ii) the date on which the Underwriter has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.]

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory

Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Regulatory Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(h) *Substantial Amount* means ten percent.

[(i) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Undersold Maturities.”]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP and Stradling Yocca Carlson & Rauth, A Professional Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Dated: _____, 2021

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT C

FORM OF SUPPLEMENTAL OPINION

Upon the initial issuance of the Bonds, Stradling Yocca Carlson & Rauth, A Professional Corporation, and Butler Snow LLP, Co-Bond Counsel, each propose to deliver a supplemental opinion to the Underwriter in substantially the form set forth below:

[LETTERHEAD OF CO-BOND COUNSEL]

_____, 2021

Raymond James & Associates, Inc.
Los Angeles, California

§ _____
Independent Cities Finance Authority
(City of Compton, California)
Sales Tax Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as Co-Bond Counsel in connection with the issuance by the Independent Cities Finance Authority (the “**Authority**”) of its Independent Cities Finance Authority (City of Compton, California) Sales Tax Revenue Bonds, Series 2021 (the “**Bonds**”), dated _____, 2021, and the sale of the Bonds to you pursuant to the Bond Purchase Agreement, dated _____, 2021 (the “**Bond Purchase Agreement**”), by and among you, the Authority, and the City of Compton, California (the “**City**”). Capitalized terms not defined herein have the meanings set forth in the Bond Purchase Agreement.

We have examined certified copies of the Resolution No. _____ adopted by the governing body of the Authority on _____, 2021, Resolution No. _____ adopted by the governing body of the City on _____, 2021, the Limited Offering Memorandum dated _____, 2021 (the “**Limited Offering Memorandum**”), the Bond Purchase Agreement, and such other proofs and proceedings as we have deemed necessary as a basis for the opinions hereinafter expressed. In making such examinations for the purposes of this letter, we have assumed the authenticity of all original documents and the conformity to original documents of all documents submitted to us as conformed copies or photocopies of original documents, the genuineness of all signatures, the due authorization, execution and delivery of such documents and the due authority of all persons executing such documents. Further, we have relied on the statements of fact contained in such statements, and documents, and the legal conclusions provided in such opinions without independently verifying the truth or accuracy of such statements, documents and opinions.

Based upon the foregoing, and subject to the qualifications and assumptions herein, we are of the opinion that:

1. The information in the Limited Offering Memorandum under the captions “INTRODUCTION,” “THE BONDS,” “SOURCES OF PAYMENT FOR THE BONDS,” and “TAX MATTERS,” and in APPENDIX A – “SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS” and APPENDIX D – “FORM OF OPINION OF CO-BOND COUNSEL,” insofar as such information purports to summarize certain provisions of the Bonds, the Installment Sale Agreement, the Trust Agreement (other than financial or statistical data contained in the Limited Offering Memorandum and excluding any material that may be treated as included under such captions and appendices by any cross-reference, as to which we express no opinion), the Internal Revenue Code of 1986, as amended, and our opinion of even date herewith approving the validity of the Bonds (the “**Approving Opinion**”), are accurate and fair statements or summaries in all material respects and do not omit any material fact which, in our opinion, should be included or referred to therein to make the statements made therein not misleading in any material respect.

2. The Bond Purchase Agreement has been duly authorized, executed, and delivered by the Authority and the City and is the valid, legal, and binding agreement of the Authority and the City, enforceable in accordance with its terms.

3. Under existing laws, the Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Trust Agreement is not required to be qualified under the Trust Indenture Act of 1939, as amended.

You may rely on the Approving Opinion as if the same were addressed to you.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Bond Purchase Contract, the Trust Agreement, the Installment Sale Agreement, or the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Bond Purchase Agreement, the Trust Agreement, the Installment Sale Agreement, or the Bonds, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Trust Agreement, the Installment Sale Agreement, or the Bonds, or the accuracy or sufficiency of the description of such assets, or the remedies available to enforce liens on, any such assets.

Except as expressly set forth in the Approving Opinion, we express no opinion regarding any tax consequences with respect to the Bonds. No opinion is expressed herein with respect to the compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Bonds.

This opinion is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the

laws of any other jurisdiction. This letter is furnished by us as Co-Bond Counsel with respect to the Bonds. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter in connection with the sale and issuance of the Bonds.

This letter is delivered to you as underwriter of the Bonds, is solely for your benefit as such underwriter and neither this letter nor the Approving Opinion is to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person without our express written consent, except that it may be included in any transcript of closing documents relating to the issuance and delivery of the Bonds. Neither this letter nor the Approving Opinion is intended to be relied upon by owners of the Bonds.

This letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this letter or the Approving Opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

Very truly yours,

[BUTLER SNOW LLP]

[STRADLING YOCCA CARLSON & RAUTH, A
PROFESSIONAL CORPORATION]

EXHIBIT D

FORM OF OPINION OF COUNSEL TO THE AUTHORITY

Upon the initial issuance of the Bonds, Best Best & Krieger, Counsel to the Authority, proposes to deliver an opinion in substantially the form set forth below:

_____, 2021

Independent Cities Finance Authority
Lancaster, California

City of Compton
Compton, California

Butler Snow LLP
Atlanta, Georgia

Stradling Yocca Carlson & Rauth, A Professional Corporation
Newport Beach, California

Raymond James & Associates, Inc.
Pasadena, California

§ _____
Independent Cities Finance Authority
(City of Compton, California)
Sales Tax Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as general counsel to the Independent Cities Finance Authority (the “**Authority**”) in connection with the issuance by the Authority of \$_____ aggregate principal amount of Independent Cities Finance Authority (City of Compton, California) Sales Tax Revenue Bonds, Series 2021 (the “**Bonds**”), pursuant to a Trust Agreement (the “**Trust Agreement**”), dated as of _____, 2021, among the Authority, U.S. Bank National Association (the “**Trustee**”), and the City of Compton, California (the “**City**”). In such connection, we have reviewed Resolution No. _____ (the “**Resolution**”) adopted by the governing body of the Authority on _____, 2021 approving and authorizing the execution and delivery of the Authority Documents (defined below), the Bonds, the Bond Purchase Agreement dated as of _____, 2021 by and among the Authority, the City, and Raymond James & Associates, Inc. (the “**Purchase Agreement**”), Limited Offering Memorandum (the

“**Limited Offering Memorandum**”), dated _____, 2021, the Installment Sale Agreement (the “**Installment Sale Agreement**”) dated as of January 1, 2021, by and between the Authority and the City, certificates of the Authority and others as to certain factual matters, and such documents and matters to the extent we deemed necessary to render the opinions set forth herein. The Trust Agreement, the Installment Sale Agreement, and the Purchase Agreement are sometimes collectively referred to herein as the “**Authority Documents**.”

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. With the delivery of this letter, our engagement with respect to the Bonds has concluded, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, all parties thereto. We have assumed, without undertaking to verify independently, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the first paragraph hereof. Our engagement with respect to the Bonds as general counsel to the Authority was limited to the matters expressly covered by the numbered opinions set out below. We express no opinion as to the validity or enforceability of the Bonds or any of the documents or actions authorized by the Resolution or as to the tax status of interest with respect to the Bonds.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Authority is a joint powers agency duly organized and validly existing under the laws of the State of California.

2. The Resolution was duly adopted at a meeting of the governing body of the Authority which 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 resolution is now in full force and effect and has not been amended or superseded in any way.

3. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the Authority has been served or, to the best of such counsel’s knowledge, threatened against or affecting the Authority, except as may be disclosed in the Limited Offering Memorandum, which would materially adversely impact the Authority’s ability to complete the transactions contemplated by the Authority Documents, the Limited Offering Memorandum or any other document or certificate related to such transactions, restrain or enjoin the collection of 2021 Installment Sale Payments under the Installment Sale Agreement, or in any way contesting or affecting the validity of the Bonds, the Limited Offering Memorandum, the Authority Documents or the transactions described in and contemplated thereby wherein an unfavorable decision, ruling or finding would

materially adversely affect the validity and enforceability of the Bonds or the Authority Documents or in which a final adverse decision could materially adversely affect the operations of the Authority.

4. The execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof, do not and will 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 or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents.

This letter is furnished by us as general counsel to the Authority. No attorney-client relationship has existed or exists between our firm and the addressees hereof in connection with the Bonds or by virtue of this letter. This letter is solely for the benefit of the addressees hereof, and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person other than the addressees of this letter. This letter is not intended to, and may not, be relied upon by owners of any Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

BEST, BEST KRIEGER LLP

EXHIBIT E

FORM OF OPINION OF CITY ATTORNEY

Upon the initial issuance of the Bonds, the City Attorney of the City of Compton proposes to deliver an opinion in substantially the form set forth below:

_____, 2021

Independent Cities Finance Authority
Lancaster, California

City of Compton
Compton, California

Butler Snow LLP
Atlanta, Georgia

Stradling Yocca Carlson & Rauth, A Professional Corporation
Newport Beach, California

Raymond James & Associates, Inc.
Pasadena, California

\$ _____
Independent Cities Finance Authority
(City of Compton, California)
Sales Tax Revenue Bonds
Series 2021

Ladies and Gentlemen:

I am the duly appointed and acting City Attorney of the City of Compton, California (the “**City**”) in connection with the execution and delivery by the City of the Installment Sale Agreement (the “**Installment Sale Agreement**”) dated as of January 1, 2021, by and between the Independent Cities Finance Authority (the “**Authority**”) and the City and the issuance by the Authority of \$ _____ aggregate principal amount of Independent Cities Finance Authority (City of Compton, California) Sales Tax Revenue Bonds, Series 2021 (the “**Bonds**”), pursuant to a Trust Agreement (the “**Trust Agreement**”), dated as of _____, 2021, among the Authority, U.S. Bank National Association (the “**Trustee**”), and the City. In such connection, I have reviewed Resolution No. _____ (the “**Resolution**”) adopted by the City Council of the City on _____, 2021 approving and authorizing the execution and delivery of the City Documents (defined below), the Bond Purchase Agreement dated as of _____, 2021 by and among the Authority, the City, and Raymond James & Associates, Inc. (the “**Purchase**”

Agreement”), the Limited Offering Memorandum (the “**Limited Offering Memorandum**”), dated _____, 2021, the Continuing Disclosure Agreement dated as of January 1, 2021, by and between the City and Willdan Financial Services (the “**Continuing Disclosure Agreement**”), certificates of the City and others as to certain factual matters, and such documents and matters to the extent I deemed necessary to render the opinions set forth herein. The Trust Agreement, the Installment Sale Agreement, the Continuing Disclosure Agreement, and the Purchase Agreement are sometimes collectively referred to herein as the “**City Documents**.”

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. I have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to my attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. With the delivery of this letter, my engagement with respect to the Bonds has concluded, and I disclaim any obligation to update this letter. I have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, all parties thereto. I have assumed, without undertaking to verify independently, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the first paragraph hereof. My engagement with respect to the Bonds as City Attorney of the City was limited to the matters expressly covered by the numbered opinions set out below. I express no opinion as to the validity or enforceability of the Bonds or any of the documents or actions authorized by the Resolution or as to the tax status of interest with respect to the Bonds.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, I am of the following opinions:

5. the City is a municipal corporation and a charter city duly organized and validly existing under the Constitution and laws of the State of California;

6. the resolution of the City approving and authorizing the execution and delivery of the City Documents and approving and authorizing the issuance of the Bonds and the delivery of the Limited Offering Memorandum and other actions of the City was duly adopted at a meeting of the governing body of the City which 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 resolution is now in full force and effect and has not been amended or superseded in any way;

7. there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to the best of such City Attorney’s knowledge, threatened against or affecting the City, except as may be disclosed in the Limited Offering Memorandum, which would materially adversely impact the City’s ability to complete the transactions contemplated by the City Documents, the Limited Offering Memorandum or any other document or certificate related to such transactions,

restrain or enjoin the collection of Installment Payments with respect to the Installment Sale Agreement, or in any way contesting or affecting the validity of the Bonds, the Limited Offering Memorandum or the City Documents;

8. the execution and delivery of the City Documents and compliance with the provisions thereof, do not and will 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 or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents; and

9. no authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California or the Los Angeles County Metropolitan Transportation Authority is required for the valid authorization, execution and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter

10. The information in the Limited Offering Memorandum is accurate in all material respects and does not omit any material fact which, in my opinion, should be included or referred to therein to make the statements made therein not misleading in any material respect.

This letter is furnished by me as City Attorney of the City. No attorney-client relationship has existed or exists between me and the addressees hereof in connection with the Bonds or by virtue of this letter. This letter is solely for the benefit of the addressees hereof, and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person other than the addressees of this letter. This letter is not intended to, and may not, be relied upon by owners of any Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

Damon M. Brown

EXHIBIT F

FORM OF DISCLOSURE COUNSEL LETTER

Upon the initial issuance of the Bonds, Stradling Yocca Carlson & Rauth, A Professional Corporation, and Butler Snow LLP, Co-Disclosure Counsel, each propose to deliver a negative assurance letter to the Underwriter in substantially the form set forth below:

_____, 2021

Stifel, Nicolaus & Company, Incorporated
Pasadena, California

§ _____
Independent Cities Finance Authority
(City of Compton, California)
Sales Tax Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as Co-Disclosure Counsel to the Independent Cities Finance Authority (the “**Authority**”) and the City of Compton (the “**City**”), and not any other person, in connection with the issuance of the above-referenced bonds (the “**Bonds**”), dated _____, 2021. This letter is being delivered in satisfaction of the requirements of Section 8(e)(xii) of the Bond Purchase Agreement dated _____, 2021, by and among the Authority, the City, and you (the “Purchase Agreement”), but no attorney-client relationship has existed or exists between you and our firm in connection with the issuance of the Bonds or by virtue of this letter. All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In providing the statement of belief set forth in the third succeeding paragraph, reference is made to the Preliminary Limited Offering Memorandum dated _____ (together with any amendments and supplements thereto and additional matters included in the final Limited Offering Memorandum, the “**Preliminary Limited Offering Memorandum**”), the Limited Offering Memorandum dated _____ (the “**Limited Offering Memorandum**”). As Co-Disclosure Counsel, we have reviewed the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the letters, certificates, and opinions delivered to you pursuant to the provisions of the Purchase Agreement, including, but not limited to, Section 8(e) thereof, and we have participated in conferences in which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters.

The conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform you or any other person, whether any such actions are taken or omitted or whether such events do occur or any other matters come to our attention after

the date hereof. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate. We have assumed, without independent verification, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in any opinions referenced in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in any document referenced in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Trust Agreement dated as of January __, 2021, by and among the Authority, the City, and U.S. Bank National Association, as trustee (the “Trustee”), or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Our services as Co-Disclosure Counsel to the Authority and City did not involve the rendering of financial or other non-legal advice to you, the Authority, the City, or any other party to the transaction.

Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you as a matter of fact and not opinion that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Limited Offering Memorandum as of its date or the Limited Offering Memorandum as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we are not passing on and do not assume responsibility for the accuracy, completeness, or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, nor do we express any view with respect to: (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data, or assessed valuations contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (ii) any CUSIP numbers or information relating thereto; (iii) any information with respect to The Depository Trust Company and its bookentry system; (iv) any information contained in the appendices to the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; (v) any information incorporated by reference into the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; (vi) the Authority’s and the City’s compliance with their obligations to provide notice of the events described in part (b)(5)(i)(C) of Rule 15c2-12 promulgated under the Securities Act of 1934 (“Rule 15c2-12”) or to file annual reports described in part (b)(5)(i)(A) of Rule 15c2-12; (vii) any information with respect to the underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “CONCLUDING INFORMATION—Underwriting;” and (viii) information under the captions “TAX MATTERS” and “LEGAL MATTERS—Absence of Litigation.” Finally, we advise you that, other than reviewing the various certificates and opinions required by Section 8(e) of the Purchase Agreement, we have not taken any steps since

the date of the Limited Offering Memorandum to verify the accuracy of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum as of the date hereof. No responsibility is undertaken or opinion rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by, or incorporated by reference in, the Limited Offering Memorandum.

By acceptance of this letter you recognize and acknowledge that: (i) the negative assurance above is not an opinion and is based on certain limited activities performed by specific attorneys in our firm in our role as Co-Disclosure Counsel to the Authority and the City; (ii) the scope of the activities performed by such attorneys in our role as Co-Disclosure Counsel to the Authority and the City and for purposes of delivering such negative assurances were inherently limited and do not purport to encompass all activities necessary for compliance by you or others in accordance with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as Co-Disclosure Counsel to the Authority and the City rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Authority and the City.

This letter is being furnished to you solely for your benefit in connection with your purchase of the Bonds in accordance with the Purchase Agreement and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. No attorney-client relationship has existed or exists between our firm and you in connection with the issuance of the Bonds or by virtue of this letter. We note you were represented by separate counsel retained by you in connection with the transaction described in the Limited Offering Memorandum. This letter is limited to matters governed by federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

Our engagement as Co-Disclosure Counsel to the Authority and the City terminates as of the date hereof, and we have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Limited Offering Memorandum. This letter is not intended to, and may not, be relied upon by owners of the Bonds, the owners of any beneficial ownership interest in the Bonds or by any other party to whom it is not addressed.

Very truly yours,

[BUTLER SNOW LLP]

[STRADLING YOCCA CARLSON & RAUTH, A
PROFESSIONAL CORPORATION]