

§ _____
**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

BOND PURCHASE AGREEMENT

_____, 2021

Beaumont Public Improvement Authority
550 East 6th Street
Beaumont, California 92223

City of Beaumont Community Facilities District No. 93-1
550 East 6th Street
Beaumont, California 92223

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, as underwriter (the “**Underwriter**”), offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Beaumont Public Improvement Authority (the “**Authority**”) and the City of Beaumont Community Facilities District No. 93-1 (the “**District**”), which Purchase Agreement will be binding upon the Authority, the District and the Underwriter upon the acceptance hereof by the Authority and the District. This offer is made subject to its acceptance by the Authority and the District, by execution of this Purchase Agreement and its delivery hereof to the Underwriter on or before 11:59 p.m., California time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Authority and the District at any time prior to the acceptance hereof by the Authority and the District. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Indenture of Trust, dated as of _____ 1, 2021 (the “**Indenture**”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “**Trustee**”).

Each of the Authority and the District acknowledges and agrees that: (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction among the Authority, the District, and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority or the District; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Authority or the District with respect to: (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the District on other matters), or (B) any other obligation to the Authority or the District except the obligations expressly set forth in this Purchase Agreement; and (iv) the Underwriter has financial interests that differ from those of the Authority and the District and the Authority and the District have consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Bonds. Nothing in the foregoing paragraph is intended to limit the Underwriter’s obligations of fair dealing under MSRB Rule G-17 of the Municipal Securities Rulemaking Board (the “**MSRB**”).

The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB

and acknowledges that it has engaged Urban Futures, Inc. as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) (the “**Municipal Advisor**”) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

1. Purchase and Sale.

(a) **Bonds.** Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2021A (Federally Taxable) (the “**Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____). The Bonds shall be dated the Closing Date (as defined herein) and shall have the maturities and bear interest at the rates *per annum* as set forth in Appendix A-1 attached hereto.

(b) **Local Obligations.** Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth:

(i) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7B) (the “**Improvement Area No. 7B Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 7B Special Tax Refunding Bonds, less a purchase discount of \$_____),

(ii) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7C) (the “**Improvement Area No. 7C Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 7C Special Tax Refunding Bonds, less a purchase discount of \$_____),

(iii) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 17A) (the “**Improvement Area No. 17A Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 17A Special Tax Refunding Bonds, less a purchase discount of \$_____),

(iv) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate

principal amount of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 19C) (the “**Improvement Area No. 19C Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 19C Special Tax Refunding Bonds, less a purchase discount of \$_____), and

(v) the Authority hereby agrees to purchase from the District and the District agrees to sell to the Authority all (but not less than all) of \$_____ aggregate principal amount of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 20) (the “**Improvement Area No. 20 Special Tax Refunding Bonds**”), at an aggregate purchase price of \$_____ (constituting the aggregate principal amount of the Improvement Area No. 20 Special Tax Refunding Bonds, less a purchase discount of \$_____).

The Improvement Area No. 7B Special Tax Refunding Bonds, the Improvement Area No. 7C Special Tax Refunding Bonds, the Improvement Area No. 17A Special Tax Refunding Bonds, the Improvement Area No. 19C Special Tax Refunding Bonds and the Improvement Area No. 20 Special Tax Refunding Bonds are collectively referred to herein as the “**Local Obligations**.”

Each of the Local Obligations shall be dated the Closing Date and shall have the maturities and bear interest at the rates *per annum* as set forth in Appendices A-2 and A-3, respectively, attached hereto.

Payment for and delivery of the Bonds and the Local Obligations, and the other actions contemplated hereby, shall take place on _____, 2021, or such other date as may be agreed to between the Authority and the Underwriter (the “**Closing Date**”). The agreement of the Underwriter to purchase the Bonds is contingent upon the Authority purchasing from the District all of the Local Obligations and the Authority and the District satisfying all of their respective obligations hereunder.

2. Authorization and Purpose. The Authority was formed pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “**JPA Act**”), and is authorized pursuant to Article 4 of the JPA Act (the “**Bond Law**”) to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations of the District to provide financing or refinancing for public capital improvements of the District. The Bonds are being issued by the Authority to acquire the Local Obligations. The Bonds shall be substantially in the form described in and shall be issued and secured under the provisions of, the Indenture. The Bonds shall be described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all appendices attached thereto and such amendments or supplements thereto that shall be approved by the Underwriter and the Authority, is hereinafter called the “**Official Statement**”).

The Local Obligations are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Act**”), a resolution of the City Council of the City of Beaumont (the “**City Council**”), acting as the legislative body of the District, adopted on _____, 2021 (the “**CFD Authorizing Resolution**”). The Improvement Area No. 7B 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as

supplemented by a Thirty-Eighth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the “**Improvement Area No. 7B Indenture**”), by and between the District and Wilmington Trust, National Association, as trustee (the “**District Trustee**”).

The Improvement Area No. 7C 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the “**Improvement Area No. 7C Indenture**”), by and between the District and the District Trustee.

The Improvement Area No. 17A 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the “**Improvement Area No. 17A Indenture**”), by and between the District and the District Trustee.

The Improvement Area No. 19C 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as supplemented by a Thirty-Ninth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the “**Improvement Area No. 19C Indenture**”), by and between the District and the District Trustee.

The Improvement Area No. 20 Bonds are being issued pursuant to a Bond Indenture, dated as of _____ 1, 2021 (the “**Improvement Area No. 20 Indenture**, and together with the Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture and the Improvement Area No. 19C Indenture, the “**Local Obligation Bond Indentures**” and each, a “**Local Obligation Bond Indenture**”), by and between the District and the District Trustee.

The Improvement Area No. 7B Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the “**Prior 2012 Series C Bonds**”) and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the “**Prior 2012 Series D Bonds**”) and together with the Prior 2012 Series C Bonds, the “**Prior Improvement Area No. 7B Bonds**”).

The refunding of the Prior Improvement Area No. 7B Bonds, together with the refunding of the Prior Improvement Area No. 7C Bonds (as defined below), will cause a simultaneous refunding of the Beaumont Financing Authority’s 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B and Improvement Area No. 7C) (the “**Prior 2012C Authority Bonds**”). The Improvement Area No. 7B 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7B of the District (“**Improvement Area No. 7B**”) on a parity with the District’s Special Tax Bonds, 2018 Series A (Improvement Area No. 7B) currently outstanding in the principal amount of \$2,045,000 (the “**Improvement Area No. 7B 2018 Bonds**”) and together with the Improvement Area No. 7B 2021 Bonds, the “**Improvement Area No. 7B Bonds**”).

The Improvement Area No. 7C Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) (the “**Prior 2012 Series E Bonds**”) and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7B) (the “**Prior 2012 Series F Bonds**”) and together with the Prior 2012 Series E Bonds, the “**Prior Improvement Area No. 7C Bonds**”).

The refunding of the Prior Improvement Area No. 7C Bonds, together with the refunding of the Prior Improvement Area No. 7B Bonds, will cause a simultaneous refunding of the Prior 2012C Authority Bonds. The Improvement Area No. 7C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7C of the District (“**Improvement Area No. 7C**”)

The Improvement Area No. 17A Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series B (Improvement Area No. 17A) (the “**Prior Improvement Area No. 17A Bonds**”).

The refunding of the Prior Improvement Area No. 17A Bonds will cause a simultaneous refunding of the Beaumont Financing Authority’s 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A) (the “**Prior 2013B Authority Bonds**”). The Improvement Area No. 17A 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 17A of the District (“**Improvement Area No. 17A**”).

The Improvement Area No. 19C Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) (the “**Prior Improvement Area No. 19C Bonds**”).

The refunding of the Prior Improvement Area No. 19C Bonds will cause a simultaneous refunding of the Beaumont Financing Authority’s 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) (the “**Prior 2013A Authority Bonds**”). The Improvement Area No. 19C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 19C of the District (“**Improvement Area No. 19C**”) on a parity with the District’s Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C) currently outstanding in the principal amount of \$12,129,618 (the “**Improvement Area No. 19C 2017 Bonds**” and together with the Improvement Area No. 19C 2021 Bonds, the “**Improvement Area No. 19C Bonds**”).

The Improvement Area No. 20 Special Tax Refunding Bonds are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (the “**Prior Improvement Area No. 20 Bonds**,” and together with the Prior Improvement Area No. 7B Bonds, the Prior Improvement Area No. 7C Bonds, the Prior Improvement Area No. 17A Bonds and the Prior Improvement Area No. 19C Bonds, the “**Prior Improvement Area Bonds**”). The Improvement Area No. 20 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 20 of the District (“Improvement Area No. 20”).

The refunding of the Prior Improvement Area No. 20 Bonds will cause a simultaneous refunding of the Beaumont Financing Authority’s 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20) (the “**Prior 2012B Authority Bonds**” and together with the Prior 2012C Authority Bonds, the Prior 2013B Authority Bonds and the Prior 2013A Authority Bonds, the “**Prior Authority Bonds**”).

Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area No. 19C and Improvement Area No. 20 are collectively referred to in this Official Statement as the “**Improvement Areas**.”

Each of the Local Obligations are payable from the revenues generated by a special tax to be levied on the taxable real property within the related Improvement Area (the “**Special Taxes**”) pursuant to the applicable rate and method of apportionment of such Improvement Area (together, the “**RMA**s”).

The net proceeds of the Local Obligations, along with other available funds, will be used to (i) make deposits into four separate escrow funds to be held by Wilmington Trust, National Association, as escrow agent (the “**Escrow Agent**”) pursuant to four separate Escrow Agreements, each dated as of _____ 1, 2021 (collectively, the “**Escrow Agreements**”) for the purpose of redeeming the Prior Improvement Area Bonds; (ii) purchase a municipal bond insurance policy (the “**Policy**”) issued by _____ (the “**Insurer**”) for the purpose of paying the principal of and interest on the Bonds when due; (iii) purchase a reserve policy issued by the Insurer to be credited to the Reserve Fund for the Bonds (the “**Reserve Policy**”); and (iv) pay the costs of issuing the Bonds.

This Purchase Agreement, the Local Obligation Bond Indentures, the Local Obligations, and the Escrow Agreements are collectively referred to herein as the “**CFD Documents**.”

This Purchase Agreement, the Indenture, the Bonds, and the Continuing Disclosure Agreement, dated as of the Closing Date (the “**Authority Continuing Disclosure Agreement**”), by and between the Authority and Webb Municipal Finance, LLC, as dissemination agent, are collectively referred to herein as the “**Authority Documents**.”

3. Public Offering. The Underwriter agrees to make a *bona fide* public offering of all the Bonds initially at the public offering prices (or yields) set forth on Appendix A-1 attached hereto and by this reference incorporated herein. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 11 herein. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

4. Delivery of Official Statement. As soon as practicable, and no later than seven business days after its acceptance hereof, the Authority shall deliver to the Underwriter (i) one copy of the Official Statement, manually executed on behalf of the Authority by an authorized officer, and (ii) such reasonable number of certified or conformed copies of the Official Statement as the undersigned may request in order to comply with Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), applicable Municipal Securities Rulemaking Board rules, and other regulatory requirements relating to the issuance and sale of the Bonds.

The Authority and the District hereby authorize the use of the Official Statement in connection with the public offering and sale of the Bonds. The Authority and the District also consent to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement of the Authority, dated _____, 2021, relating to the Bonds (which, together with all appendices thereto, is herein called the “**Preliminary Official Statement**”) in connection with the public offering of the Bonds. The Authority and the District, hereby ratify the use by the Underwriter of the Preliminary Official Statement, the Authority Documents, and any other documents or contracts to which the Authority or the District is a party, including this Purchase Agreement, and all information contained therein, and all other documents, certificates, and statements furnished by the Authority or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, or in connection with the offer and sale of the Bonds by the Underwriter.

The Authority represents that it has deemed the Preliminary Official Statement to be “final” as of its date within the meaning of Rule 15c2-12, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, and delivery dates, ratings, and any other matters permitted to be omitted under Rule 15c2-12, as evidenced by the execution by the Authority, of a certificate substantially in the form of Appendix J hereto. The Authority shall supply or cause to be supplied to the Underwriter, within seven (7) business days of the date of this Purchase Agreement and in time to accompany any confirmation that requests payment from any customer, provided such business day is no later than one (1) business day prior to the Closing, the Official Statement in the designated electronic format in order to allow the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB.

5. Authority Representations, Warranties, and Covenants. The Authority represents, warrants, and covenants to the Underwriter and the District that:

(a) Due Organization, Existence, and Authority of Authority. The Authority is a joint exercise of powers authority, duly organized and existing under the Constitution and laws of the State of California (the “**State**”), including the JPA Act, with full right, power, and authority to (i) enter into the Authority Documents, (ii) adopt, on _____, 2021, a resolution of authorization (the “**Authority Resolution**”) authorizing the issuance of the Bonds and entry into the Authority Documents and the taking of all other actions on the part of the Authority relating thereto (the “**Authority Proceedings**”), (iii) issue, sell, and deliver the Bonds to the Underwriter as provided herein, and (iv) carry out and consummate the transactions on its part contemplated by the Authority Documents, the Authority Resolution, and the Official Statement.

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

(c) Official Statement Accurate. The information in the Preliminary Official Statement (as of its date) and in the Official Statement (exclusive of information with respect to DTC, the book-entry only system, the Insurer, the Insurance Policy, the Reserve Policy, the City of Beaumont (the “**City**”), the District, the CFD Authorizing Resolution, the CFD Proceedings (as defined herein), the CFD Documents described therein, and the RMAs) is, and at all times subsequent to the date of the Official Statement up to and including the Closing Date, with respect to the Official Statement, will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to and upon delivery of the Bonds and up to and including 25 days after the End of the Underwriting Period (as defined in Section 5(d) below), the Official Statement will be amended and supplemented, at the expense of the Authority or the District, so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

(d) Amendments and Supplements to Official Statement. Prior to and upon delivery of the Bonds and up to and including 25 days after the End of the Underwriting Period, the Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds. As used herein, the term “**End of the Underwriting Period**” means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the date of the Closing (as defined herein). Any notice delivered pursuant to this provision shall be written notice delivered to the Authority, the City, and the District at or prior to the Closing, and shall specify a date (other than the date of Closing) to be deemed the “End of the Underwriting Period.”

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

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

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

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

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

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

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

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

(m) Covenants and Cooperation. The Authority will faithfully perform and abide by all of its covenants and undertakings contained in the Authority Resolution and the Authority Documents, as the same may be amended from time to time, until such time as the Bonds have been paid in full or moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any.

(n) Bond Proceeds. The Authority will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement

(o) Continuing Disclosure. The Authority will undertake, pursuant to the Authority Continuing Disclosure Agreement, to provide annual reports and notices of certain events to certain information repositories. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. The Authority will promptly prepare and distribute, or cause to be prepared and distributed, all documents or reports as required now or in the future to be prepared and distributed pursuant to the Authority Continuing Disclosure Agreement. Except as disclosed in the Preliminary Official Statement, in the past five years, the Authority has never failed to comply, in any material respects, with any continuing disclosure undertaking previously entered into pursuant to the provisions of Rule 15c2-12.

6. *District Representations, Warranties, and Covenants.* The District represents, warrants, and covenants to the Authority and the Underwriter that:

(a) Due Organization, Existence, and Authority of the District. The District is a community facilities district duly organized and validly existing under the Act. The District has, and at the Closing Date will have, the requisite legal right, power, and authority (i) to enter into the CFD Documents (ii) to adopt the CFD Authorizing Resolution, and to take all other actions on the part of the District relating thereto (collectively, the “**CFD Proceedings**”), (iii) to levy the Special Taxes, and (iv) to carry out and consummate the transactions on its part contemplated by the CFD Documents, the CFD Authorizing Resolution and the Official Statement.

The Special Taxes have been duly and lawfully authorized and may be levied under the Act and, pursuant to the Act, the Special Taxes constitute a valid and legally binding lien on the properties upon which they have been levied.

(b) Due Authorization and Approval of CFD Documents. By all necessary official action, the City Council has, as the legislative body of the District, duly authorized and approved the adoption or execution and delivery by the District of, and the performance by the District of the obligations contained in, the CFD Authorizing Resolution and the CFD Documents, and has approved the use by the Underwriter of the Preliminary Official Statement and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the parties thereto, the CFD Documents will constitute the legal, valid, and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The District has complied and will at the Closing Date be in compliance in all respects, with the terms of the CFD Authorizing Resolution and the CFD Documents.

(c) Official Statement Accurate. The information with respect to the District, the Improvement Areas, the Local Obligations, the CFD Authorizing Resolution, the Act, the RMAs, the CFD Proceedings, and the CFD Documents in the Preliminary Official Statement (as of its date) and in the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) No Breach or Default. As of the time of acceptance hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, the District is not, nor will it be, in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have an adverse effect on the ability of the District to perform its respective obligations under the CFD Authorizing Resolution or the CFD Documents and, as of such times, except as disclosed in the Official Statement, the authorization, execution, and delivery of the CFD Documents and compliance by the District with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the District (or any of their respective officers) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be provided by the CFD Authorizing Resolution or the CFD Documents.

(e) No Litigation. At the time of acceptance hereof and as of the Closing Date, there is and will be no Action pending with respect to which the District has been served with

process or, to the best knowledge of the District, threatened, in which any such Action (i) questions the creation, organization, existence, authority, or powers of the District or the titles of the officers of the City or the District to their respective offices, (ii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance, sale, or delivery of any of the Local Obligations, the lien, the levy, or the collection of the Special Taxes, or the payment or collection of any amounts pledged or to be pledged to pay principal of, premium, if any, or interest on the Local Obligations, or in any way contests or affects the validity of the CFD Authorizing Resolution, or the CFD Documents or the consummation of the transactions on the part of the City or the District contemplated thereby or by the Official Statement, (iii) may result in any material adverse change relating to the financial condition of the City, or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof and as of the Closing Date, to the knowledge of the officer of the District executing this Purchase Agreement, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

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

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

(h) No Transfer Taxes. The issuance and sale of the Local Obligations are not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

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

(j) Covenants and Cooperation. The District will faithfully perform and abide by all of its covenants and undertakings contained in the CFD Authorizing Resolution and the CFD Documents, as the same may be amended from time to time, until such time as the Local Obligations have been paid in full or moneys have been set aside in an amount sufficient to pay all then outstanding Local Obligations at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any.

(k) Public Debt. Except as disclosed in the Official Statement, to the best of the District's knowledge and without investigation of any kind, no other public debt secured by

the Special Taxes or any other tax or assessment levied by the District on the land in the Improvement Areas is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed by the City that include any portion of the land within the Improvement Areas. All outstanding debt and all authorized but unissued debt of the City that is applicable to the property within the Improvement Areas is accurately described in the Official Statement.

(l) Local Obligation Proceeds. The District will apply the proceeds of the Local Obligations in accordance with the Local Obligation Bond Indentures and the Escrow Agreements, as applicable.

(m) Continuing Disclosure. In the past five years, except as otherwise disclosed in the Official Statement, neither the City nor the District has ever failed to comply, in any material respects, with any continuing disclosure undertaking previously entered into pursuant to the provisions of Rule 15c2-12.

7. The Closing. At 10:00 a.m., California time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority and the Underwriter, (i) the Authority will deliver the Bonds in definitive form through the facilities of DTC, and (ii) the District will deliver the closing documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Bond Counsel**”), Newport Beach, California, or another place to be mutually agreed upon by the Authority and the Underwriter. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds payable to the order of the Authority or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “**Closing**.” The Bonds will be delivered in such denominations and deposited in the account or accounts specified by the Underwriter pursuant to written notice delivered not later than five business days prior to the Closing. The Bonds will be made available to the Underwriter for inspection and packaging not less than 72 hours prior to the Closing.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and covenants herein and the performance by the Authority and the District of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter’s obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representations. The representations and covenants of the Authority and the District contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing, (i) the Authority Documents and the CFD Documents shall be in full force and effect and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter, (ii) there shall be in full force and effect such resolutions, including the Authority Resolution and the CFD Authorizing Resolution (collectively, the “**Resolutions**”), as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions on the part of the Authority, the City, or the District contemplated by the Official Statement, the Authority Documents, and the CFD Documents, (iii) the Authority or the District shall perform or have performed their respective obligations required or specified in

the Authority Documents or the CFD Documents, as applicable, to be performed at or prior to Closing, and (iv) the Official Statement shall not have been supplemented or amended except as otherwise may have been agreed to in writing by the Underwriter.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing under this Purchase Agreement, the Resolutions, the Authority Documents, or the CFD Documents, and none of the Authority and the District shall be in default in the payment of principal or interest on any of its bonded indebtedness which default shall adversely impact the ability of the Authority to make payment on the Bonds or the District to make payments on the Local Obligations.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

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

(i) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein; or

(ii) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) The declaration of a general banking moratorium by federal, New York or State authorities, or the general suspension of trading by the New York Stock Exchange, any national securities exchange, or any governmental authority securities exchange or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(v) Establishment of any new restrictions in securities materially affecting the free market for securities of the same nature as the Bonds (including the imposition of any limitations on interest rates) or the change to the net capital requirements of the Underwriter established by the New York Stock Exchange, the Securities and Exchange Commission, any other Federal or state agency or the Congress of the United States, or by Executive Order; or

(vi) The occurrence of an adverse event in the affairs of the Authority which, in the opinion of the Underwriter, materially impairs the Underwriter's ability to market the Bonds; or

(vii) Any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Authority, its property, income or securities (or interest thereon), or the Authority to issue the Bonds and pledge the Revenues as contemplated by the Indenture and the Official Statement; or

(viii) There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(ix) There shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial position, results of operations or condition, financial or otherwise, of the Authority, other than changes in the ordinary course of business or activity or in the normal operation of the Authority, except as described in the Official Statement; or

(x) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(xi) The withdrawal or downgrading or the placing on credit watch with negative outlook of any rating on the Bonds by a national rating agency;

(xii) Any proceeding shall have been commenced or be threatened in writing by the SEC against the Authority or the suspension by the SEC of trading in the outstanding securities of the Authority; or

(xiii) An Action shall have occurred as set forth in Section 5(f) and Section 6(e) which, in the reasonable professional judgment of the Underwriter, requires the preparation and publication of a supplement or amendment to the Official Statement.

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

(a) Bond Counsel Opinions. With respect to the Bonds, an approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix E to the Official Statement, and, with respect to each of the Local Obligations, an approving opinion of Bond Counsel, dated the Closing Date, substantially in the same form as the foregoing opinion, together with a letter or letters from such counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinions addressed to the Authority or the District, as applicable, may be relied upon by the Underwriter and the Trustee to the same extent as if they were addressed to the Underwriter and the Trustee;

(b) Supplemental Opinion. One or more supplemental opinions of Bond Counsel, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) this Purchase Agreement and the Continuing Disclosure Agreement have been duly authorized, executed, and delivered by the Authority and constitute legal, valid, and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought;

(ii) this Purchase Agreement has been duly authorized, executed, and delivered by the District, and constitutes a legal, valid, and binding obligation of the District, enforceable against the District, in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditor's rights, or by the application of equitable principles if equitable remedies are sought;

(iii) the Bonds conform as to form and tenor to the descriptions thereof contained under the caption "THE BONDS" in the Official Statement, and the statements contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "LEGAL MATTERS – Tax Matters," "APPENDIX B – SUMMARY OF PRINCIPAL DOCUMENTS," and "APPENDIX E – FORM OF BOND COUNSEL OPINION," insofar as such statements purport to summarize certain provisions of the JPA Act,

the Bond Law, the Act, the Bonds, the Authority Documents, the Authority Resolution, the Authority Proceedings, the Local Obligations, the CFD Documents, the CFD Authorizing Resolution, the CFD Proceedings, or applicable provisions of the United States Internal Revenue Code of 1986, as amended are accurate in all material respects; and

(iv) none of the Bonds and the Local Obligations are subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(c) Defeasance Opinions. With respect to each respective series of Prior Authority Bonds, a defeasance opinion of Bond Counsel, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel;

(d) Opinion of Counsel to Authority. An opinion of City Attorney, as counsel to the Authority, dated the Closing Date and addressed to the Underwriter, the Trustee and the Authority, substantially in the form of Appendix B hereto;

(e) Opinion of City Attorney. An opinion of the City Attorney, as counsel to the District, dated the Closing Date and addressed to the Underwriter, the Trustee and the Authority, substantially in the form of Appendix C hereto;

(f) Opinion of Counsel to Trustee. One or more opinions of counsel to the Trustee, all dated the Closing Date and addressed to the Underwriter, substantially in the form of Appendix D hereto;

(g) Opinion of Counsel to Escrow Agent. One or more opinions of counsel to the Escrow Agent, all dated the Closing Date and addressed to the Underwriter, substantially in the form of opinion of counsel to the Trustee;

(h) Opinion of Counsel to Underwriter. An opinion of Kutak Rock LLP, Irvine, California, as counsel to the Underwriter (“**Underwriter’s Counsel**”), dated the Closing Date and addressed to the Underwriter, concerning such matters as the Underwriter may request;

(i) Certificates of Authority. (i) A certificate of the Authority, dated the date of the Preliminary Official Statement, signed by a duly authorized representative of the Authority, substantially in the form of Appendix J hereto; and (ii) a certificate of the Authority, dated the Closing Date, signed by a duly authorized representative of the Authority, substantially in the form of Appendix E hereto;

(j) Certificates of District. A certificate of the District, dated the Closing Date, signed by a duly authorized representative of the District, substantially in the form of Appendix F hereto;

(k) Closing Certificate of the Trustee. A certificate of the Trustee, dated the Closing Date, substantially in the form of Appendix G hereto;

(l) Closing Certificate of the Escrow Agent. A certificate of the Escrow Agent, dated the Closing Date, substantially in the form of the certificate of the Trustee;

(m) Closing Certificate of Special Tax Consultant. A certificate of Webb Municipal Finance, LLC, as Special Tax Consultant (the “**Special Tax Consultant**”), dated the Closing Date, substantially in the form of Appendix H hereto;

(n) Closing Certificate of Municipal Advisor. A certificate of the Municipal Advisor, dated the Closing Date, substantially in the form of Appendix I hereto;

(o) Negative Assurance Letter of Disclosure Counsel to Authority. A letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as disclosure counsel to the Authority, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to counsel for the Underwriter to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the Authority, the District, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no view be expressed 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 Official Statement; (ii) any CUSIP numbers or information relating thereto; (iii) any information with respect to The Depository Trust Company and its book-entry system; (iv) any information contained in the appendices to the Official Statement (except Appendix A); (v) any information incorporated by reference into the Official Statement; (vi) any information with respect to the underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “MISCELLANEOUS - Underwriting”; (vii) information under the caption “LEGAL MATTERS - Absence Of Litigation”; and (viii) any information relating to the Insurer, the Insurance Policy and the Reserve Policy;

(p) CDIAC Statements. A copy of the filings made for the Bonds and each series of Local Obligations with the California Debt and Investment Advisory Commission in accordance with Sections 8855 and 53583, as applicable, of the California Government Code;

(q) Authority and CFD Documents. Fully executed copies of each of the Authority Documents and the CFD Documents;

(r) Official Statement. One copy of the Official Statement manually executed on behalf of the Authority by an authorized officer, and such reasonable number of certified or conformed copies of the foregoing as the Underwriter may request in order to comply with Rule 15c2-12, applicable Municipal Securities Rulemaking Board rules, and other regulatory requirements relating to the issuance and sale of the Bonds;

(s) Authority Resolutions. Copies certified by the Secretary of the Authority of each Resolution of the Authority relating to the Authority Documents, the transactions contemplated thereby, or the issuance of the Bonds and the Local Obligations;

(t) District Resolutions. Copies certified by the City Clerk of the City of each Resolution of the City or the District relating to the CFD Documents, the transactions contemplated thereby, or the issuance of the Bonds and the Local Obligations;

(u) Insurance Policy; Reserve Policy. The executed Insurance Policy for Bonds, and the executed Reserve Policy issued by the Insurer;

(v) Insurer Certificate. A certificate of the Insurer as to the accuracy of the information in Official Statement relating to the Insurer, the Insurance Policy and the Reserve Policy;

(w) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the Authority in form and substance acceptable to the Underwriter, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the state of its incorporation; and (ii) the Insurance Policy and the Reserve Policy constitute the legal, valid and binding obligations of the Insurer enforceable in accordance with their terms, subject to enforcement, bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles;

(x) Ratings. Confirmation of an underlying rating of S&P Global Ratings of “___” for the Bonds and “___” for the Bonds based on the issuance of the Insurance Policy by the Insurer;

(y) Verification Letters. One or more letters addressed to the Authority, the City, and the District, dated on or before the Closing Date, from Causey, Demgen & Moore, P.C. (the “**Verification Agent**”), relating to the sufficiency of moneys and securities deposited into the Escrow Funds to pay, when due, the principal, whether at maturity or upon prior redemption, and interest requirements of the Prior Improvement Area Bonds and the Prior Authority Bonds;

(z) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or its counsel may reasonably deem necessary; and

If the Authority or the District shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the Underwriter, the Authority, or the District shall be under further obligation hereunder, except as further set forth in Section 10 hereof.

10. *Costs and Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Authority or the District shall pay or cause to be paid from any legally available funds, the following expenses incident to the issuance of the Bonds and performance of the obligations of the Authority and the District hereunder: (i) the costs of the preparation and printing of the Bonds and the Local Obligations; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of preparation, printing, and mailing of the Preliminary Official Statement and Official Statement and any supplements and amendments thereto, including a reasonable number of copies thereof for distribution by the Underwriter; and (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the Authority or the District, including the fees and expenses of Trustee and the Escrow Agent and their respective counsels, the Municipal Advisor, the Special Tax Consultant and the Verification Agent.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the CDIAC fee; (iii) the CUSIP Bureau fee; (iv) the fees and disbursements of Underwriter's Counsel; and (v) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds, except as noted in Section 10(a) above. Any meals in connection with or adjacent to meetings, rating agency presentations, pricing activities or other transaction-related activities shall be considered an expense of the transaction and included in the expense component of the Underwriter's discount.

11. *Notices.* Any notice or other communication to be given to the Authority, the City, or the District under this Purchase Agreement may be given by delivering the same in writing to such entities at 550 East 6th Street, Beaumont, California 92223, Attention: Executive Director. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated 515 South Figueroa Street, Suite 1800, Los Angeles CA 90071; Attention: Public Finance.

12. *Entire Agreement.* This Agreement is made solely for the benefit of the Authority, the District, and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties, and agreements of the Authority and the District contained in this Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter, or (ii) delivery of any payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section and in Section 13 shall survive any termination of this Purchase Agreement.

13. *Survival of Representations and Warranties.* All representations and warranties of the parties made in, pursuant to, or in connection with this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Purchase Agreement or in connection with the transactions contemplated by this Purchase Agreement constitute representations and warranties by such party under this Purchase Agreement.

14. *No Assignment.* The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter, the Authority or the District without the prior

written consent of the other parties hereto.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

17. **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.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

**CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 93-1**

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

APPENDIX A-1

\$ _____
**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX A-2

**City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021
Series A (Improvement Area No. 7B)**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX A-3

**City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021
Series A (Improvement Area No. 7C)**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX A-4

**City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021
Series A (Improvement Area No. 17A)**

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX A-5

**City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021
Series A (Improvement Area No. 19C)**

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX A-6

**City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021
Series A (Improvement Area No. 20)**

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ ^(T)				
20__ ^(T)				

^(T) Term Bond.

APPENDIX B

FORM OF OPINION OF COUNSEL TO AUTHORITY

[LETTERHEAD OF COUNSEL TO AUTHORITY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Wilmington Trust, National Association
Costa Mesa, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2021A (Federally Taxable)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 7B)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 7C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 17A)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 19C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 20)

Ladies and Gentlemen:

We have acted as general counsel to the Beaumont Public Improvement Authority (the “Authority”) in connection with the issuance by the Authority of its Local Agency Refunding Bonds, Series 2021A (Federally Taxable) (the “Bonds”). This opinion is provided pursuant to Section 9(d) of that certain Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Authority, City of Beaumont Community Facilities District No. 93-1 (the “District”), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

1. The Authority is duly organized and validly existing as a joint powers authority under the laws of the State of California, with full legal power and authority to enter into the Authority Documents and to carry out the transactions contemplated under the Authority Documents.

2. The Authority Resolution was duly adopted at a meeting of the Board of Directors of the Authority, which meeting was called and held pursuant to law and with all public notice required by law and at which a *quorum* was present and acting throughout and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded as of the date hereof.

3. The Authority has full right and lawful authority to execute and deliver the Authority Documents and the Official Statement; the Authority Documents and the Official Statement have been duly authorized, executed, and delivered by the Authority and the Authority Documents are legal, valid, and binding obligations of the Authority, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors' rights generally and by the principles of equity if equitable remedies are sought.

4. The execution and delivery of the Authority Documents and the Official Statement and compliance by the Authority with the provisions thereof, under the circumstances contemplated thereby, 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 applicable to or binding upon the Authority, or any existing law, regulation, court order, or consent decree to which the Authority is subject.

5. The Official Statement has been duly authorized by the Board of Directors of the Authority and executed on its behalf by an authorized officer of the Authority.

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

Very truly yours,

APPENDIX C

FORM OF OPINION OF CITY ATTORNEY

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Wilmington Trust, National Association
Costa Mesa, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2021A (Federally Taxable)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 7B)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 7C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 17A)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 19C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding
Bonds, 2021 Series A (Improvement Area No. 20)

Ladies and Gentlemen:

I am City Attorney for the City of Beaumont, California (the “City”) and have acted in such capacity on behalf of City of Beaumont Community Facilities District No. 93-1 (the “District”) in connection with (i) the issuance by the Beaumont Public Improvement Authority (the “Authority”) of its Local Agency Refunding Bonds, Series 2021A (Federally Taxable), and (ii) the issuance by the District of its Special Tax Refunding Bonds, Series 2021A captioned above (collectively, the “Local Obligations”). This opinion is provided pursuant to Section 9(e) of that certain Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. The District is duly organized and validly existing as a community facilities district under and by virtue of the laws of the State of California, with full legal power and authority to enter into the CFD Documents and to carry out the transactions contemplated under the CFD Documents.

2. The resolutions adopted by the City Council of the City (the “City Council”), acting as the legislative body of the District, approving the execution and delivery of the Local Obligations and the CFD Documents, were duly adopted at meetings of the City Council, which were 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 such resolutions are in full force and effect and have not been modified, amended, or rescinded as of the date hereof.

3. The Special Tax levied by District for each Improvement Area constitutes a valid and legally binding lien on the properties upon which it has been levied.

4. The District has full right and lawful authority to execute and deliver the CFD Documents; the CFD Documents have been duly authorized, executed, and delivered by the District and the CFD Documents are legal, valid, and binding obligations of the District, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors’ rights generally and by the principles of equity if equitable remedies are sought.

5. The execution and delivery of the CFD Documents and compliance by the District with the provisions thereof, under the circumstances contemplated thereby, does not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument applicable to or binding upon the District, or any existing law, regulation, court order, or consent decree to which the District is subject.

6. Except as stated in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation before or by any court, public board, or body pending with respect to which the District has been served with process or, to my knowledge, threatened, wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence, or powers of the District, or the titles of their respective officers or the City Council members to their respective offices; (b) enjoin or restrain the issuance, sale, and delivery of the Local Obligations, the lien, the levy, and the collection of the Special Taxes, or the pledge thereof; (c) in any way question or affect any of the rights, powers, duties, or obligations of the District with respect to the Special Taxes or the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Local Obligations; (d) in any way question or affect any authority for the issuance of the Local Obligations, the validity or enforceability of the Local Obligations, or the CFD Documents; or (e) in any way question or affect the transactions contemplated by the CFD Documents or the Official Statement.

7. Without having undertaken to determine independently the accuracy, completeness, or fairness of the information in the Official Statement with respect to the City, the District, the Act, the CFD Authorizing Resolution, the CFD Proceedings, the RMAs, the Prior Improvement Area Bonds, the Local Obligations, the Local Obligation Bond Indentures, and the Escrow Agreements, nothing has come to my attention as of the date of the Closing that would lead me to believe that such information (excluding therefrom any financial or statistical data and forecasts included therein, and any information relating to the Insurer, the Insurance Policy and the Reserve Policy, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Respectfully submitted,

APPENDIX D

FORM OF OPINION OF COUNSEL TO THE TRUSTEE

[LETTERHEAD OF TRUSTEE'S COUNSEL]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Beaumont Public Improvement Authority
Beaumont, California

Re: Beaumont Public Improvement Authority
Local Agency Refunding Bonds, Series 2021A (Federally Taxable)

Ladies and Gentlemen:

I am a counsel to Wilmington Trust, National Association (“Wilmington Trust”) and I am delivering this opinion in connection with the execution and delivery of that certain (i) Indenture of Trust dated as of _____ 1, 2021 (the “Indenture”), by and between the Beaumont Public Improvement Authority and Wilmington Trust, as trustee, and (ii) the Local Obligation Indentures (as defined in the Indenture). The Indenture and the Local Obligation Indentures are collectively referred to herein as the “Agreements.” All capitalized terms used herein not otherwise defined shall be as defined in the Agreements.

In rendering the opinions set forth below, I have examined the originals, or copies certified to my satisfaction, of such agreements (including, without limitation, the Agreements), certificates and other statements of government officials and corporate officers of Wilmington Trust, documents and other papers as I deemed relevant and necessary as a basis for such opinion and have relied as to factual matters on representations, warranties and other statements therein. With respect to parties other than Wilmington Trust, in such examination, I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all documents submitted to me as copies. In my examination of documents (including, without limitation, the Agreements) executed by parties other than Wilmington Trust, I have also assumed that, if the opinions set forth in paragraphs (1) through (4) below referred to such parties and such documents, such opinions would be true and correct with respect to such parties and such documents.

The opinions expressed herein are limited to the laws of the State of California and the Federal law of the United States, and I do not express any opinion herein concerning any other law.

Based upon the foregoing, I am of the opinion that:

(1) Wilmington Trust is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Agreements and any other documentation relating to the Agreements, and to perform its obligations under the Agreements.

(2) The execution and delivery by Wilmington Trust of the Agreements and any other documentation relating to the Agreements, and its performance of its obligations under the Agreements, have been and are as of the date hereof duly authorized by all necessary corporate action.

(3) No approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by Wilmington Trust of the Agreements.

(4) The Agreements have been duly executed and delivered and constitute the valid and legally binding obligations of Wilmington Trust enforceable against it in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law).

Respectfully submitted,

APPENDIX E

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

CLOSING CERTIFICATE OF AUTHORITY

The undersigned, _____, Executive Director of the Beaumont Public Improvement Authority (the “Authority”), hereby certifies the following in connection with the issuance and sale of the Bonds and the Local Obligations:

1. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Authority, City of Beaumont Community Facilities District No. 93-1 (the “District”), and Stifel, Nicolaus & Company, Incorporated, as underwriter for the Bonds.

2. The representations and warranties of the Authority contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

3. The Authority Proceedings are in full force and effect and have not been amended, modified, or supplemented.

4. The Authority has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

5. Nothing has come to the attention of the Authority that would lead it to believe that the information in the Official Statement (exclusive of information with respect to DTC, the book-entry only system, the Insurer, the Insurance Policy, the Reserve Policy, the City, the District, the CFD Authorizing Resolution, the CFD Proceedings, the Prior Authority Bonds, the Local Obligations, the RMAs, the Local Obligation Bond Indentures, and the Escrow Agreements) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

6. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the activities of the Authority that has not been obtained is or will be required for the valid authorization, execution, and delivery of the Authority Documents or the issuance of the Bonds by the Authority or the performance by the Authority of its obligations under the Authority Documents.

Dated: [Closing Date]

BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY

By: _____

APPENDIX F

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

CLOSING CERTIFICATE OF THE DISTRICT

The undersigned, on behalf of the City of Beaumont Community Facilities District No. 93-1 (the "District"), hereby makes the following certifications pursuant to Section 9(j) of the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and among Beaumont Public Improvement Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. I am a duly authorized officer of the District and as such I am familiar with the facts herein certified and authorized and qualified to certify the same.

2. The representations and warranties of the District contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

3. The District has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

4. The CFD Proceedings are in full force and effect and have not been amended, modified, or supplemented.

5. The District has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Agreement at or prior to the Closing.

6. With respect to the discussion in the Official Statement, insofar as such discussion purports to summarize information concerning the City, the District, the Improvement Areas, the Act, the Local Obligations, the CFD Proceedings, the CFD Authorizing Resolution, the Prior Improvement Area Bonds, and the CFD Documents, nothing has come to the attention of the District that would leave it to believe that such discussion contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the activities of the City or the District that has not been obtained is or will be required for the valid authorization, execution, and delivery of the CFD Documents by the District, the issuance of the Local Obligations, or the performance by the District, of its respective obligations under the CFD Documents.

Dated: [Closing Date]

City of Beaumont Community Facilities District
No. 93-1

By: _____

APPENDIX G

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY LOCAL AGENCY REFUNDING BONDS SERIES 2021A (FEDERALLY TAXABLE)

CLOSING CERTIFICATE OF WILMINGTON TRUST, NATIONAL ASSOCIATION

The undersigned, on behalf of and Wilmington Trust, National Association (“Wilmington Trust”), as Trustee under the Indenture and the Local Obligation Bond Indentures, hereby makes the following certifications pursuant to Section 9(k) of the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Authority, the District, and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. I am a duly authorized officer of Wilmington Trust and as such I am familiar with the facts herein certified and authorized and qualified to certify the same.

2. Wilmington Trust has been duly organized and is validly existing and in good standing as a national banking association under the laws of the United States, with full corporate power to undertake its obligations under each of the Indenture and the Local Obligation Bond Indentures (collectively, the “Agreements”).

3. Wilmington Trust has duly authorized, executed, and delivered each of the Agreements and by all proper corporate action has authorized the acceptance of its respective obligations thereunder.

4. The Bonds have been validly authenticated and delivered by Wilmington Trust in accordance with the terms of the Indenture, and each series of the Local Obligations have been validly authenticated and delivered by Wilmington Trust in accordance with the terms of the respective Local Obligation Bond Indentures.

5. Pursuant to the Indenture, Wilmington Trust will apply the proceeds from the Bonds to the purposes specified in the Indenture.

6. Pursuant to the respective Local Obligation Bond Indentures, Wilmington Trust will apply the proceeds from the Local Obligations to the purposes specified in the respective Local Obligation Bond Indentures.

7. No authorization, approval, consent, or other order of any governmental entity or regulatory authority having jurisdiction over the banking and trust activities of Wilmington Trust that has not been obtained is or will be required for the valid authorization, execution, and delivery of the Agreements by Wilmington Trust or the performance by Wilmington Trust of its obligations under the Agreements.

8. To Wilmington Trust’s knowledge, the execution and delivery by Wilmington Trust of the Agreements, and compliance with the respective provisions thereof, will not conflict with or constitute a breach of or default under, Wilmington Trust’s duties or obligations under any law,

administrative regulation, court decree, resolution, articles of association, bylaws, material agreement, or material instrument applicable to or binding upon Wilmington Trust.

9. Wilmington Trust is duly authorized to accept the obligations created by the Agreements and to authenticate the Bonds pursuant to the terms of the Indenture and each series of the Local Obligations pursuant to the terms of the respective Local Obligation Bond Indentures, and Wilmington Trust has authenticated and delivered the Bonds in accordance with the terms of the Indenture and the Local Obligations in accordance with the terms of the respective Local Obligation Bond Indentures.

Dated: [Closing Date]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as trustee and fiscal agent

By: _____
Authorized Signatory

APPENDIX H

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY LOCAL AGENCY REFUNDING BONDS SERIES 2021A (FEDERALLY TAXABLE)

CLOSING CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned, on behalf of Webb Municipal Finance, LLC (the “Special Tax Consultant”), hereby makes the following certifications pursuant to Section 9(m) of the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Beaumont Public Improvement Authority, City of Beaumont Community Facilities District No. 93-1 (the “District”), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement or the Official Statement related to the above-captioned bonds (the “Bonds”).

1. The undersigned is an authorized representative of the Special Tax Consultant and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. The Special Tax Consultant assisted the District in the administration of the RMAs, each as set forth in Appendix D to the Official Statement for the Bonds.

3. If the Improvement Area No. 7B Special Tax is levied and collected against the property within Improvement Area No. 7B in accordance with the Improvement Area No. 7B Rate and Method of Apportionment, such Improvement Area No. 7B Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 7B 2021 Bonds and the Improvement Area No. 7B 2018 Bonds, and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 7B Special Tax.

4. If the Improvement Area No. 7C Special Tax is levied and collected against the property within Improvement Area No. 7C in accordance with the Improvement Area No. 7C Rate and Method of Apportionment, such Improvement Area No. 7C Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 7C 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 7C Special Tax.

5. If the Improvement Area No. 17A Special Tax is levied and collected against the property within Improvement Area No. 17A in accordance with the Improvement Area No. 17A Rate and Method of Apportionment, such Improvement Area No. 17A Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 17A 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 17A Special Tax.

6. If the Improvement Area No. 19C Special Tax is levied and collected against the property within Improvement Area No. 19C in accordance with the Improvement Area No. 19C Rate and Method of Apportionment, such Improvement Area No. 19C Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 19C 2021 Bonds and the District’s Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C), and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 19C Special Tax.

7. If the Improvement Area No. 20 Special Tax is levied and collected against the property within Improvement Area No. 20 in accordance with the Improvement Area No. 20 Rate and Method of Apportionment, such Improvement Area No. 20 Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 20 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 20 Special Tax.

8. All information supplied by the Special Tax Consultant for use in the Official Statement, including without limitation, the information in Appendix D is true and correct in all material respects, and, as of the date of the Official Statement and as of the date hereof, the information contained in the Official Statement relating to the District, the Special Taxes, the RMAs, and any other data or information provided by the Special Tax Consultant and included in the Official Statement, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Dated: [Closing Date]

WEBB MUNICIPAL FINANCE, LLC

By: _____
Authorized Signatory

APPENDIX I

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

CLOSING CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Urban Futures, Inc. (the “Municipal Advisor”), hereby makes the following certifications pursuant to Section 9(n) the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and among the Beaumont Public Improvement Authority, the City of Beaumont Community Facilities District No. 93-1 (the “District”), and Stifel, Nicolaus & Company, Incorporated, as underwriter. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

1. The undersigned is an authorized officer of the Municipal Advisor, which acted as municipal advisor to the Authority and the City in connection with the issuance and sale of the Bonds and the Local Obligations, and as such is familiar with the facts herein certified and authorized and qualified to certify the same.

2. To the best of my knowledge, the Official Statement for the Bonds does not contain any 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.

Dated: [Closing Date]

URBAN FUTURES, INC.

By: _____
Authorized Signatory

APPENDIX J

**BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)**

**CERTIFICATE OF AUTHORITY REGARDING
PRELIMINARY OFFICIAL STATEMENT**

The undersigned hereby certifies and represents that he/she is the _____ of the Beaumont Public Improvement Authority (the “Authority”), and as such is duly authorized to execute and deliver this Certificate and further certifies and reconfirms on behalf of the Authority as follows:

1. This Certificate is delivered in connection with the offering and sale of the Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2021A (Federally Taxable) (the “Bonds”), in order to enable the underwriter of the Bonds to comply with Rule 15c2-12, promulgated under the Securities Exchange Act of 1934 (the “Rule 15c2-12”).

2. In connection with the offering and sale of the Bonds there has been prepared a Preliminary Official Statement, dated [POS Date], setting forth information concerning the Authority, the Bonds, City of Beaumont Community Facilities District No. 93-1, and other matters (the “Preliminary Official Statement”).

3. As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery dates, ratings, and other terms of the Bonds depending on such matters, all with respect to the Bonds, and any other matters permitted under Rule 15c2-12.

4. The Preliminary Official Statement is, except for the Permitted Omissions, deemed final as of its date within the meaning of Rule 15c2-12.

Dated: [POS Date]

**BEAUMONT PUBLIC IMPROVEMENT
AUTHORITY**

By: _____